

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK**

IN RE: METHYL TERTIARY BUTYL	:	Master File No. 1:00-1898
ETHER ("MTBE") PRODUCTS	:	MDL 1358 (SAS)
LIABILITY LITIGATION	:	M 21-88
	:	
	:	

This document relates to:

*City of Fresno v. Chevron U.S.A., Inc.,
et al.*, 1:04-cv-04973

**DECLARATION OF TRACEY L. O'REILLY IN SUPPORT OF PLAINTIFF CITY OF
FRESNO'S OPPOSITION TO CERTAIN DEFENDANTS' MOTION FOR PARTIAL
SUMMARY JUDGMENT ON PLAINTIFF'S NUISANCE CLAIMS [EXHIBITS 1-21]**

I Tracey O'Rielly declare:

1. I am one of the attorneys in this case for plaintiff City of Fresno. I have been personally involved in much of the discovery and pretrial proceedings in this action. This Declaration is based on my personal knowledge and, if called as a witness, I could testify competently thereto.

2. Attached hereto as Exhibit 1 is a true and correct copy of City of Fresno's [First Amended Complaint filed on November 18, 2004.

3. Attached hereto as Exhibit 2 is a true and correct copy of excerpts from the deposition of Garabed Bedirian taken on April 4, 2011, in this action.

4. Attached hereto as Exhibit 3 is a true and correct copy of excerpts from the deposition of James Clements and Exhibit 7 thereto, taken on March 29, 2011, in this action.

5. Attached hereto as Exhibit 4 is a true and correct copy of an Aug. 12, 1991, Memorandum, TIP Letter #237, MTBE Effects [CHEV 09564-09567].

6. Attached hereto as Exhibit 5 is a true and correct copy of Chevron Material Safety Data Sheet dated February 1993.

7. Attached hereto as Exhibit 6 is a true and correct copy of Shell Defendants' Responses to City of Fresno's First Set of Interrogatories to Defendants, Exhibit B, filed November 11, 2008.

8. Attached hereto as Exhibit 7 is a true and correct copy of excerpts from the Jatinder Dhillon deposition taken on August 11, 2011, in this action.

9. Attached hereto as Exhibit 8 is a true and correct copy of excerpts from the Joel Mascitelli deposition taken on July 26, 2000, in this action.

10. Attached hereto as Exhibit 9 is a true and correct copy of the Expert Report of Marcel Moreau dated Nov. 2, 2011.)

11. Attached hereto as Exhibit 10 is a true and correct copy of excerpts from the deposition of Imtiaz Ahmad, taken on February 16, 2011.

12. Attached hereto as Exhibit 11 is a true and correct copy of Valero Defendants' Responses to First Set of Interrogatories.

13. Attached hereto as Exhibit 12 is a true and correct copy of the Declaration of Alexander Blagojevic dated May 4, 2000.

14. Attached hereto as Exhibit 13 is a true and correct copy of a May 13, 1998 Email from C. Stanley to C. Parkinson

15. Attached hereto as Exhibit 14 is a true and correct copy of excerpts from the May 6, 1999 deposition of Curt Stanley, taken in this action.

16. Attached hereto as Exhibit 15 is a true and correct copy of a March 31, 1981, Internal Arco Memo from R.N. Roth to MTBE File.

17. Attached hereto as Exhibit 16 is a true and correct copy of excerpts from the Ben Thomas deposition taken on November 15, 2000, in this case.

18. Attached hereto as Exhibit 17 is a true and correct copy of an October 17, 2005, Letter from W. Hughes to R. Greenwald.

19. Attached hereto as Exhibit 18 is a true and correct copy of an October 17, 2005, Letter from P. Condrón to R. Greenwald.

20. Attached hereto as Exhibit 19 is a true and correct copy of a September 15, 2005, Letter from T. Renfroe to R. Greenwald.

21. Attached hereto as Exhibit 20 is a true and correct copy of a June 18, 1984, Memo from S. Cragg, API, to MTBE Task Force.)

22. Attached hereto as Exhibit 21 is a true and correct copy of a June 14, 1984, Arco Chemical Company Internal Correspondence from B. Hoover to S. Ridlon.

23. Attached hereto as Exhibit 22 is a true and correct copy of Hydrocarbons and Organic Chemicals in Groundwater Water - Prevention, Detection and Restoration, dated November 12-14, 1986.

24. Attached hereto as Exhibit 23 is a true and correct copy of Valero Corporate Representative Deposition, Early Knowledge and Taste & Odor at Early Knowledge Issues.

25. Attached hereto as Exhibit 24 is a true and correct copy of a June 11, 1986, Memorandum, from O.T. Buffalow, San Francisco, CA, to D.W. Callahan, re Marketing Environmental Concerning Regarding the use of MTBE in MOGAS.

26. Attached hereto as Exhibit 25 is a true and correct copy of a July 14, 1993, Email from C. Stanley to D. McGill.

27. Attached hereto as Exhibit 26 is a true and correct copy of a May 14, 1998, Email from C. Stanley to K. Bell.

28. Attached hereto as Exhibit 27 is a true and correct copy of a November 3, 1998, Email from C. Stanley to J. Pedley.

29. Attached hereto as Exhibit 28 is a true and correct copy of a March 30, 1999, MTBE Release Source Identification at Marketing Sites.

30. Attached hereto as Exhibit 29 is a true and correct copy of a February 2, 1999, Email from C. Stanley to F. Benton.

31. Attached hereto as Exhibit 30 is a true and correct copy of the Expert Rebuttal Report of Marcel Moreau dated March 5, 2012.

32. Attached hereto as Exhibit 31 is a true and correct copy of a June 25, 1996, Letter from P. Pugnale, Shell Oil Company, to R. Ghirelli, California Regional Water Quality Control Board.

33. Attached hereto as Exhibit 32 is a true and correct copy of a September 29, 1997 letter from C Flanikan, Ultramar to California Environmental Protection Agency.

34. Attached hereto as Exhibit 33 is a true and correct copy of December 30, 1986 Memorandum re: MTBE.

35. Attached hereto as Exhibit 34 is a true and correct copy of a March 26, 1991 Memorandum, Chemical Entry Review for MTBE.

36. Attached hereto as Exhibit 35 is a true and correct copy of an April 27, 1995 MTBE MTBE in Groundwater issues.

37. Attached hereto as Exhibit 36 is a true and correct copy of Defendant Ultramar, Inc.'s Disclosure Pursuant to June 9, 2005 Directive as Amended by the Court on August 12, 2005 (Oct. 17, 2005).

38. Attached hereto as Exhibit 37 is a true and correct copy of a May 29, 1998, Email from G. Marshall to C. Stanley.

39. Attached hereto as Exhibit 38 is a true and correct copy of a June 30, 1994 Ultramar Material Safety Data Sheet.

40. Attached hereto as Exhibit 39 is a true and correct copy of Chevron U.S.A. Inc.'s Supply Declaration.

41. Attached hereto as Exhibit 40 is a true and correct copy of Dealer Management Development Program, Health, Safety & Environment Participation Guide.

42. Attached hereto as Exhibit 41 is a true and correct copy of Shell MSDS.

43. Attached hereto as Exhibit 42 is a true and correct copy of a March 12, 1999, Email from G. Marshall to C. Stanley.

44. Attached hereto as Exhibit 43 is a true and correct copy of January 20, 1999 email from Hugh Dickey to multiple recipients attaching "Solving Problems from MTBE Contamination - It's Not Just Regulating Underground Tanks."

I declare under penalty of perjury that the foregoing is true and correct.

Executed this 12th st day of March, 2013, at Sacramento, California.



TRACEY L. O'REILLY

Exhibit 1

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

In re: Methyl Tertiary Butyl Ether ("MTBE")
Products Liability Litigation

This Document Relates To:

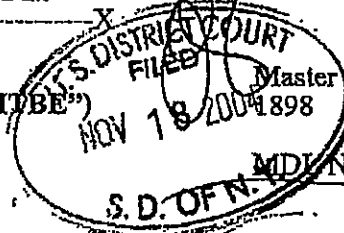
CITY OF FRESNO

Plaintiff,

vs.

CHEVRON U.S.A. INC.; CHEVRON
ENVIRONMENTAL SERVICES COMPANY;
SHELL OIL COMPANY; EXXON CORPORATION;
TOSCO CORPORATION; UNOCAL
CORPORATION; UNION OIL COMPANY OF
CALIFORNIA; KERN OIL & REFINING
COMPANY; VALERO REFINING COMPANY-
CALIFORNIA; VALERO MARKETING AND
SUPPLY COMPANY (DOE 1); TESORO
PETROLEUM CORPORATION (DOE 2); TESORO
REFINING AND MARKETING COMPANY, INC.
(DOE 3); TEXACO REFINING AND MARKETING
INC.; ULTRAMAR INC.; ARCO
CHEMICAL COMPANY; LYONDELL
CHEMICAL COMPANY; COASTAL CHEM, INC.;
EXXON MOBILE CORPORATION;
CONOCO PHILLIPS CORPORATION; ATLANTIC
RICHFIELD COMPANY; EQUIVA
SERVICES LLC; TEXACO INC.; EQUILON
ENTERPRISES LLC; CHEVRON TEXACO
CORPORATION; NEW WEST PETROLEUM;
DUKE ENERGY MERCHANTS, LLC; DUKE
ENERGY TRADING AND MARKETING, LLC;
PACIFIC SOUTHWEST TRADING; NORTHRIDGE
PETROLEUM MARKETING U.S., INC.; DUKE
ENERGY MERCHANTS CALIFORNIA, INC.; NEW
WEST PETROLEUM LLC;
WESTPORT PETROLEUM INC.; NELLA
OIL COMPANY LLC; CITGO PETROLEUM
CORPORATION (DOE 20); AND DOES 4
THROUGH 200, 202 THROUGH 400, and
401 THROUGH 600, inclusive,

Defendants.



Master File C.A. No. 1:00-Civ.

MDL No 1358 (SAS)

Case No. 04 CV-04973 (SAS)

Transferred from:
United States District Court for
the Northern District of California
Case No. C 03-5378 JSW
(Honorable Jeffrey S. White)

Removed from:
Superior Court of California,
County of San Francisco,
Case No. CGC-03-425649

FIRST AMENDED
COMPLAINT

JURY TRIAL DEMANDED

13. Defendant Union Oil Company of California ("Union Oil") is a California corporation with its principle place of business in El Segundo, California.

14. Defendant Kern Oil & Refining Company ("Kern Oil") is a California corporation with its principal place of business located in Long Beach, California.

15. Defendant Valero Refining Company-California ("Valero Refining") is a Delaware corporation with its principle place of business in San Antonio, Texas, and doing business in California.

16. Defendant Valero Marketing and Supply Company ("Valero Marketing") is a Delaware corporation with its principal place of business in San Antonio, Texas, and doing business in California. Valero Marketing and Supply Company is named in place of DOE 1.

17. Defendant Tesoro Petroleum Corporation ("Tesoro") is a Delaware corporation with its principal place of business in San Antonio, Texas, and doing business in California. Tesoro is named in place of DOE 2.

18. Defendant Tesoro Refining and Marketing Company, Inc. ("Tesoro Refining"), a wholly owned subsidiary of Tesoro, is a Delaware corporation with its principal place of business in San Antonio, Texas, doing business in California. Tesoro Refining is named in place of DOE 3.

19. Defendant Texaco Refining and Marketing Inc. ("TRMI") is a Delaware corporation with its principal place of business in New York.

20. Defendant Ultramar, Inc. ("Ultramar") is a Nevada corporation with its principal place of business in San Antonio, Texas.

21. Defendant Exxon Mobil Corporation ("ExxonMobil") is a New Jersey corporation with its principal place of business located in Texas. Plaintiff is informed that Exxon Mobil was formed on or about November 30, 1999 as a result of a merger of Mobil Corporation and Exxon Corporation and is a successor in interest to Exxon Corporation and Mobil Corporation.

22. Defendant ConocoPhillips Corporation ("Conoco") is a Delaware Corporation doing business in California and is a successor in interest to Tosco Corporation.

23. Defendant ChevronTexaco Corporation ("ChevronTexaco") is a Delaware corporation with its headquarters in San Ramon California. Plaintiff is informed and believes that

ChevronTexaco Corporation is a successor in interest to certain Chevron-related and Texaco-related entities.

24. Defendant Equilon Enterprises LLC ("Equilon") is a Delaware Limited Liability Company. Plaintiff is informed and believes that Equilon Enterprises LLC is a successor in interest to certain Shell-related and Texaco-related entities.

25. Defendants Chevron USA, Shell, Exxon, Tosco, Unocal, Union Oil, Kern Oil, Valero Refining, Valero Marketing, Tesoro, Tesoro Refining, TRMI, Ultramar, ExxonMobil, Conoco, ChevronTexaco, Equilon and DOES 4 through 100, will be collectively referred to hereafter as the "Refiner Defendants." The Refiner Defendants, and each of them, owned and/or operated gasoline refineries that manufactured and supplied gasoline containing MTBE and/or TBA to locations in the vicinity of Fresno's water system, such that releases of such products to the subsurface contaminated and polluted the water system. Among other things, these defendants (1) designed, formulated, refined, manufactured, promoted, marketed, distributed, transported, packaged, exchanged and/or sold gasoline containing MTBE and/or TBA, which is contaminating, polluting and threatening Fresno's public water supplies; (2) owned, operated, and/or controlled gasoline delivery systems including, but not limited to, gasoline stations, gasoline storage, transfer, delivery, and dispensing systems (collectively herein "gasoline delivery systems") in areas affecting Fresno's water system; (3) were legally responsible for and committed each of the multiple tortious and ongoing wrongful acts alleged in this complaint; (4) participated in one or more enterprises to promote MTBE and/or TBA and/or gasoline containing MTBE and/or TBA; (5) negligently designed, constructed, installed, fabricated, owned, operated, controlled, inspected and/or repaired gasoline delivery systems from which MTBE and/or TBA is contaminating, polluting, and threatening the water system; (6) negligently and/or intentionally failed and refused to take appropriate remediation action to abate MTBE and/or TBA plumes when MTBE and/or TBA escaped from the gasoline delivery systems; and (7) in doing the tortious and wrongful acts alleged in this complaint, acted in the capacity of aider, abettor, joint-venturer, partner, agent, principal, successor-in-interest, surviving corporation, fraudulent transferee, fraudulent transferor, controller, alter-ego, co-conspirator, licensee, licensor, patent holder and/or indemnitor of each of the remaining DOE and named defendants.

Exhibit 2

Deposition of Garabed Bedirian / April 4, 2011

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UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

In re: Methyl Tertiary Butyl) Master File No.
Ether ("MTBE") Products) 1:00-1898
Liability Litigation) MDL 1358 (SAS)

This Document Relates To:

CITY OF FRESNO,)
Plaintiff,)
vs.) CASE NO.
CHEVRON U.S.A., INC., et al.,) 04 Civ. 4973 (SAS)
Defendants.)

VIDEOTAPED DEPOSITION OF GARABED BEDIRIAN

Monday, April 4, 2011, at 9:41 a.m.

2800 North Green Valley Parkway
Henderson, Nevada

REPORTED BY: PEGGY S. ELIAS, RPR
Nevada CCR No. 274 - California CSR No. 8671

1 containing MTBE at your station?

2 A. I don't know.

3 Q. Do you recall who delivered your gasoline to
4 the station at the time you owned it?

5 A. From what -- first day till the last day, I
6 always bought it from Jensen. No one else.

7 Q. Do you recall if you bought a particular
8 brand of gasoline?

9 A. There were two kinds, the unleaded and the
10 super unleaded.

11 Q. Do you recall if you purchased a particular
12 brand from a particular company, oil company?

13 A. Jensen was Chevron, and I know that all my
14 signs were Chevron, and the trucks that came, they were
15 all Chevron trucks.

16 Q. The trucks that delivered gasoline to your
17 station were Chevron trucks?

18 A. Yes, they were. I have all the Chevron signs
19 on it.

20 Q. Do you recall how often gasoline was
21 delivered to your station?

22 A. Every time we felt that it was really low, we
23 used to call them, and the second day morning they were
24 there right away delivering.

25 Q. Did you generally make the calls for ordering

1 gasoline?

2 A. Yes.

3 Q. Did you keep records of your orders?

4 A. I used to, but I don't have them. I threw
5 them away, all.

6 Q. Do you know where Jensen picked up the
7 gasoline from to deliver it to your station?

8 A. I don't know. I don't know.

9 A couple of times I had to go to their
10 office, and I saw the big -- for -- to share problems,
11 accounting problems, and I saw it was a big place, and
12 they had big, big tanks, but I don't know where they
13 bought it from.

14 Q. When you say "their office," you mean Jensen?

15 A. Yes. They have a big place, and they have
16 big tanks, and every tank was hundred meter.

17 Q. You mentioned that you had Chevron signs at
18 the station.

19 Were you a branded station?

20 A. Yes, when I bought it, there was signs of
21 Chevron everywhere, and I ordered couple of them, and
22 they brought couple of them more. But when I got out
23 of it, they came and picked it up, the signs.

24 Q. What types of signs did you have at your
25 station? Were they just logo signs? Did you have --

1 well, strike that.

2 Did you have a logo -- Chevron logo, logo
3 sign, at your station?

4 A. Yes. There was one on a pole. That was the
5 old one that was there for a long time on the pole. It
6 was beginning of the Chevron, and I bought with the
7 lights, the ones that -- I ordered with the lights.

8 Q. Did you have any Chevron logos on your
9 gasoline dispensers?

10 A. Yes.

11 (Exhibit No. 14 was marked for
12 identification.)

13 BY MR. STEEVES:

14 Q. I'll hand you what has been marked as
15 Exhibit 14 (handing). This is a copy of a business
16 card you brought in today.

17 Is that the business card you used when you
18 owned the station?

19 A. Yes.

20 Q. And is that Chevron's logo in the upper right
21 corner?

22 A. Yes.

23 Q. Did Chevron ever provide you any training for
24 operating the station?

25 MR. DAVIS: Objection, lacks foundation,

1 Q. So you worked as an auto mechanic?

2 A. Yes.

3 Q. You testified that you ordered more signs
4 from Chevron.

5 Did someone from Chevron bring those signs to
6 you?

7 A. Yes, they came and hooked it up, and then at
8 the end they came and picked it up.

9 Q. Did anybody from Chevron ever inspect your
10 station?

11 MR. DAVIS: Objection, lacks foundation,
12 assumes facts not in evidence.

13 THE WITNESS: They used to come and check it
14 out every time for cleanliness, and even they gave me a
15 prize. Because my place was an older place, the prize
16 that I got because it was the cleanliest [sic] place,
17 the cleanest place.

18 BY MR. STEEVES:

19 Q. How often did they inspect your station?

20 MR. DAVIS: Objection. Hold on one second.

21 THE WITNESS: Most of the time I never knew
22 that you could come and fill up a gas tank and go to
23 the bathroom, they asked for the key, and then they
24 checked everywhere, and then suddenly I used to get a
25 letter that they were there.

1 BY MR. STEEVES:

2 Q. Did Chevron ever give you any warnings
3 regarding environmental contamination from gasoline
4 containing MTBE?

5 MR. DAVIS: Same objections.

6 THE WITNESS: I don't remember. I don't
7 remember getting anything, whatever it contains, the
8 gas, or anything like that. I know that there's two
9 kinds of gas, and that's all I know.

10 BY MR. STEEVES:

11 Q. Did Chevron ever give you any material safety
12 data sheets for their gasoline?

13 MR. DAVIS: Objection, lacks foundation.

14 THE WITNESS: Yes, they send me safety
15 instructions; like if you spill on the floor, what you
16 have to do, what -- who you have to call, but I never
17 had a problem, so I didn't have to.

18 BY MR. STEEVES:

19 Q. Do you still have that document?

20 A. I don't think so.

21 If I was a person that was continuing the
22 business, even though if I sold the place without --
23 had a place, another place that I was continuing, I
24 would have kept all those paperwork, but I got out,
25 completely out of it, so I didn't want to keep anything

1 anymore.

2 Q. Do you recall what protocol was described in
3 the material safety data sheets for gasoline spills,
4 for cleaning up gasoline spills?

5 A. All I remember, there was a number to call in
6 case that happened. That's all I remember, but I don't
7 remember anything else.

8 Q. Did you ever have to call that number
9 regarding the gasoline spill?

10 A. No, no. No, I never needed... I'm very
11 clean. When it comes -- I'm very disciplined and very
12 clean in the business.

13 Q. You testified that your gasoline was
14 delivered by truck.

15 Do you recall ever seeing gasoline spilled
16 when the underground storage tanks were filled?

17 A. No. No, it never happened that way. In the
18 past there were some trucks, the old trucks, and they
19 had only one pipe, and they told me that it used to
20 leak, but when they came to me, they had the new
21 trucks, and they had the double piping, and we never
22 had any accident, no. No, nothing like that happened
23 to us.

24 Q. Do you recall ever seeing any drips or spills
25 when customers filled up their gas -- or their cars

1 CERTIFICATE OF REPORTER

2 STATE OF NEVADA)
) ss:
3 COUNTY OF CLARK)

4 I, Peggy S. Elias, a Certified Court Reporter
5 licensed by the State of Nevada, do hereby certify:
6 That I reported the deposition of GARABED BEDIRIAN, on
7 Monday, April 4, 2011, at 9:41 a.m.

8 That prior to being deposed, the witness was
9 duly sworn by me to testify to the truth. That I
10 thereafter transcribed my said stenographic notes via
11 computer-aided transcription into written form, and
12 that the typewritten transcript is a complete, true and
13 accurate transcription of my said stenographic notes.
14 That review of the transcript was requested.

15 I further certify that I am not a relative,
16 employee or independent contractor of counsel or of any
17 of the parties involved in the proceeding; nor a person
18 financially interested in the proceeding; nor do I have
19 any other relationship that may reasonably cause my
20 impartiality to be questioned.

21 IN WITNESS WHEREOF, I have set my hand in my
22 office in the County of Clark, State of Nevada, this
23 17th day of April, 2011.

24
25 _____
PEGGY S. ELIAS, RPR, CCR NO. 274

Exhibit 3

Deposition of James Clements / March 29, 2011

Page 1

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK
-oOo-

In re: Methyl Tertiary Butyl
Ether ("MTBE") Products
Liability Litigation

Master File No.
1:00-1898

This Document Relates To:

City of Fresno
v. Chevron U.S.A. Inc., et al.,
Case No. 04 Civ. 4973

Case No.
MDL 1358 (SAS)

DEPOSITION OF JAMES CLEMENTS

March 29, 2011 at 9:00 (10:03) a.m.

Before: ERIC L. JOHNSON
RPR, CSR #9771

Taken at:
Fresno, California

1 think the 1,000 gallon tank was the premium tank and
2 that was the one closest to the office.

3 Q. Okay. So you think the tank identified as
4 Tank 1 on this precision test would be the tank south of
5 the store on --

6 A. That is correct.

7 Q. Okay. Under brand supplier, it says Chevron.

8 Do you recall if Chevron supplied the gas for
9 this station?

10 A. You have to -- no, I didn't buy any gasoline
11 from Chevron when I owned the station. My dad did from
12 1926 -- or 1928, I should say, until 1986, he dealt
13 directly with Chevron. When my dad passed away, within
14 a couple of days after his death Chevron cancelled the
15 contract with me, with the station, per se, and I had to
16 go to R.V. Jensen & Company, which is a jobber, a local
17 distributor here in town, and they handled Chevron
18 products. So I didn't buy anything direct from Chevron.
19 It was through R.V. Jensen & Company here in town. They
20 were a jobber or a distributor or whatever you want to
21 call it.

22 Q. And you said R.V. Jensen & Company used Chevron
23 products?

24 A. They were --

25 MR. DAVIS: Objection. One second. Objection;

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1 overbroad, vague as to time period and location.

2 THE WITNESS: What?

3 MR. DAVIS: I said -- you can read my
4 objections back if you want to.

5 (Record read)

6 MR. STEEVES: Q. I think the question pending
7 is you just stated that R.V. Jensen & Company used
8 Chevron products. Correct?

9 A. They were a Chevron distributor and I bought
10 from them.

11 Q. Do you recall the contact person with R.V.
12 Jensen?

13 A. No. There were a couple out there, I don't
14 remember who they were.

15 Q. Do you know if R.V. Jensen & Company used any
16 other suppliers?

17 A. No, sir, I don't.

18 Q. Do you recall the date that your contract --
19 your father's contract with Chevron was cancelled?

20 A. No.

21 Q. You said it was sometime in 1986; is that
22 correct?

23 A. Yeah, it was in 1986.

24 Q. Who is responsible for -- who at the station
25 was responsible for ordering gasoline?

1 A. Terry Kraft.

2 Q. Do you know where Mr. Kraft is today?

3 A. I have no idea. I haven't seen him since '91.

4 Q. Do you recall how gasoline was delivered to
5 your site by R.V. Jensen?

6 A. In a truck. Tanker truck.

7 Q. Do you know where that gas was picked up from
8 before it was delivered to you?

9 A. I assume out of their facility, which was south
10 of town there. They had a -- R.V. Jensen was a
11 distributor for Chevron, and they had a plant out south
12 of town. I assumed that's where they got it, because it
13 was always in an R.V. Jensen truck, so I --

14 Q. You stated that you sold the station in 1991;
15 is that correct?

16 A. Yes.

17 Q. Do you recall the approximate date?

18 A. I wish I could tell you, but I don't want to be
19 quoted as to the approximate -- 1991. I don't remember
20 the month.

21 Q. Do you recall who you sold the station to?

22 A. A fellow by the name of Garabed Bedirian.

23 MR. STEEVES: I will hand you what's been
24 marked as Exhibit 6.

25 / / / /

1 I can do it from over here. I'd just like to mark next
2 in order, this is Exhibit No. 7.

3 (Deposition Exhibit 7 marked
4 for identification)

5 FURTHER EXAMINATION BY MR. DAVIS

6 MR. DAVIS: Unfortunately, for the record, I --
7 for the record, we have got a Bates labeling error here.
8 I do not believe these are going to be the correct Bates
9 numbers for the case, but in any event, this is the copy
10 that I have, so I will just refer to this as Exhibit
11 No. 7. This is a Chevron dealer supply contract dated
12 August 15th, 1985.

13 Q. Mr. Clements, if you will look at the last
14 page --

15 A. Okay.

16 Q. -- it appears to me that your father -- is that
17 J.R. Clements on the last page -- G.R.?

18 Q. G.R. I am sorry. G.R. Clements?

19 A. That is correct.

20 Q. And is that his signature?

21 A. Yes, sir.

22 Q. Do you know if you have ever seen this document
23 before?

24 A. I have never seen it. This is the first time I
25 have seen this. I have never ever seen it.

1 Q. So when Chevron -- I believe earlier you
2 testified that Chevron cancelled their supply contract
3 with your father around the time --

4 A. No, with me.

5 Q. With you. Would this be the contract you think
6 they cancelled?

7 A. Had to be, if this is all you have.

8 Q. You never saw this before?

9 A. No, sir.

10 Q. If you look at eight pages in, I think it is
11 marked page eight at the -- in the bottom, in the center
12 of the page. There is a section called Unleaded
13 Gasoline.

14 A. On eight you say, sir?

15 Q. Yes.

16 A. What are we looking for now?

17 Q. There is a section that's titled Unleaded
18 Gasoline, paragraph 12A.

19 A. Okay. Right.

20 Q. Could you take a moment to read that --

21 A. Sure.

22 Q. -- paragraph for me?

23 A. Do you want me to read it?

24 Q. You can read it to yourself. It begins with
25 "The motor fuels covered by this contract include

1 unleaded gasoline."

2 A. Okay.

3 Q. Just let me know when you have finished reading
4 it.

5 A. Okay.

6 Q. I have shown you this document hoping that it
7 will refresh your recollection of that time period.

8 Does this remind you that as early as 1985,
9 Chevron was providing warnings about the need to handle
10 gasoline with care?

11 MR. STEEVES: Objection; lack of foundation,
12 calls for speculation.

13 THE WITNESS: Well, this would indicate they
14 are, but I never had any -- if you are asking me, I
15 never had any direct contact with anybody from Chevron
16 regarding this.

17 MR. DAVIS: Q. Based on conversations you had
18 with your father, did you ever find out from him that it
19 was important to Chevron that gasoline was handled with
20 care?

21 A. No, sir.

22 Q. You just knew that from your -- from being in
23 business with your father?

24 A. That's right.

25 Q. You don't know what the source of -- you

1 understood for the entire time you operated the station
2 that you needed to handle with care -- gasoline with
3 care?

4 A. Yes.

5 Q. You don't know one way or the other if Chevron
6 was the source of where you learned that information?

7 A. Correct.

8 Q. Is that your father's signature on the last
9 page?

10 A. Yes, it is.

11 Q. Based on what you have seen here, is it your
12 understanding that Chevron did then inform your father
13 of the importance of handling gasoline with care?

14 MR. STEEVES: Objection; lack of foundation,
15 calls for speculation.

16 THE WITNESS: I would suggest, based upon this
17 contract, if he read it he was certainly apprised of the
18 situation.

19 MR. DAVIS: Was it your father's policy --
20 objection -- strike that. I will pass the witness.

21 MR. STEEVES: I have nothing else.

22 MR. DAVIS: No further questions.

23 MR. STEEVES: Anybody on the phone?

24 MR. ORLACCHIO: None for me.

25 MS. WINTTERLE: No questions.

6 That prior to being examined, the witness named in
7 the foregoing deposition was by me duly sworn to testify
8 to tell the truth, the whole truth, and nothing but the
9 truth;

15 That I am a disinterested person, not being in any
16 way interested in the outcome of said action, or
17 connected with, nor related to any of the parties in
18 said action, or to their respective counsel, in any
19 manner whatsoever.

21 DATED: April 18, 2011

Eric L. Johnson, CSR, RPR

25

Dealer Employer Identification No. (EIN) 558-12-5333

S.S. No. C019-1328

CHEVRON DEALER SUPPLY CONTRACT
(Owner Dealer)

Dated: August 15, 1985

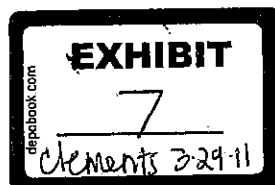
PREMISES AND TERM

1. Chevron U.S.A. Inc. ("Company") agrees to sell to G. R. Clements ("Dealer") and Dealer agrees to purchase from Company such quantities of the Chevron brand gasolines ----- ("Chevron motor fuels") sold by Company generally to service stations in Dealer's locality as are necessary to serve customer demand for Chevron motor fuels at Dealer's premises at 2740 Van Ness Blvd., Fresno, CA 93704 (the "premises") for a term commencing on the 1st day of January, 1986, and ending on the 31st day of December, 1988.

USE OF PREMISES

2. (a) Dealer acknowledges that there is a demand for Chevron motor fuels and Chevron brand motor oils (hereinafter sometimes collectively referred to as "Chevron products") at the premises, which is enhanced by Company's advertising and other promotions thereof, and agrees continuously to stock at the premises and to offer for sale such quantities of Chevron products as are necessary to serve customer demand therefor. Dealer acknowledges the financial benefit to Dealer of selling and prominently displaying Chevron products due to the high regard of the motoring public for service stations selling under the Chevron trademarks and trade names, and Dealer agrees at all times to give the dispensing equipment, displays and advertisements for Chevron products and brands as prominent and convenient positions as those for any other product offered for sale on the premises and not to disparage or diminish in any way by act or omission the good reputation of such trademarks, trade names, products or service stations.

(b) Dealer agrees to devote sufficient time to the personal management of the premises so as to provide for the continued proper operation thereof as a service station, to maintain and operate the premises in a clean, safe and healthful manner with an appearance that is inviting to the motoring public, to render professional driveway and automotive service to customers by providing trained, acceptably groomed and uniformed service station personnel in numbers adequate to handle available business, to operate and manage the premises and cause customers to be treated in such a manner as to eliminate customer complaints to the extent possible, to comply with all applicable Federal, state and local laws and regulations relevant to the use and operation of the premises or the resale of all products purchased by Dealer under this Contract, and to supply Company with all information which Company shall reasonably request to enable Company to comply with all applicable Federal, state and local laws and regulations. Company and its authorized representatives shall have the right at any time to enter upon the premises to confirm the performance by Dealer of Dealer's obligations under this Contract.



DELIVERIES--PRICES--TAXES

3. (a) Deliveries shall be made (except at Company's option) in full bulk transport quantities and on reasonable notice (preferably at least forty-eight (48) hours) at the premises in Company's customary manner using equipment selected by Company.

(b) The prices Dealer shall pay Company for Chevron motor fuels hereunder shall be Company's prices to Dealer in effect at the time and place of delivery for the particular product, grade, quantity and type of delivery involved, as established by Company from time to time. Dealer shall, except at Company's option, pay Company net cash at the time of delivery for Chevron motor fuels and any other resale merchandise which Dealer may purchase from Company.

(c) Any tax, duty, toll, fee, impost, charge or other exaction, or the amount equivalent thereto, and any increase thereof now or hereafter imposed, levied or assessed by any governmental authority upon, measured by, incident to or as a result of the transactions herein provided for (other than local, state and Federal net income taxes measured by the net income of Company from all sources), or the transportation, importation, production, manufacture, use or ownership of the goods the subject of this Contract shall, if collectible or payable by Company, be paid by Dealer on demand by Company. Any such payment shall be in addition to the prices otherwise herein provided for.

TRADEMARKS, TRADE NAMES AND COLOR SCHEMES

4. (a) The products purchased by Dealer under this Contract shall be sold by Dealer as the products of Company and only under the trademarks and trade names authorized for such products by Company. Dealer shall not at any time offer for sale under such trademarks and trade names any product not authorized by Company to be sold thereunder. Dealer shall conduct Dealer's business so as to eliminate any likelihood of confusion between Company's products and those of others and so as to eliminate any likelihood of substitution or commingling of the products of others as or with those of Company. Dealer agrees to abide by such reasonable regulations to this end as Company may from time to time establish by written notice to Dealer. Without limitation on the foregoing, Company shall have the right at any time to take samples of Chevron motor fuels from the premises for testing purposes, compensating Dealer (at Dealer's cost, which for this purpose shall be based on Company's prices to Dealer hereunder in effect at the time the product is taken, or, at Company's option, in kind) for any products so taken.

(b) Dealer recognizes Company's right to use and authorize others to use all trademarks, service marks, trade names, color schemes and service station designs (collectively "insignia") utilized by Company to identify products and services, and Dealer agrees not to claim any right, title or interest therein. Dealer acknowledges the need to control Dealer's use of such insignia in order to maintain the validity thereof and to assure the continued recognition of, acceptance by and high regard of the motoring public for products and services identified by such insignia. Accordingly, Dealer agrees that Dealer shall use such insignia only in such manner as may be approved by Company and that Company may from time to time change such insignia and its promotional materials as it sees fit. Dealer shall not use any such insignia in Dealer's corporate name if Dealer is a corporation, nor permit the use of any such insignia in the name of any corporation in which Dealer has an interest. All signs advertising Company's products and all signs in the colors used by Company to identify its products or the places at which its products are sold and all rights therein are and shall continue to be the property of Company. Dealer shall not use any such signs except in connection with products manufactured or handled by Company and only in such manner as may be approved by Company. Company may, during the term of this Contract, and within a reasonable period thereafter, remove or obliterate such signs, and repaint so much of the premises as it elects, in a color or colors selected by it. If Company removes or obliterates any signs or repaints any of the premises, Company need not restore any pre-existing signs on or paint schemes of the premises.

Dealer may not use other signs to advertise products purchased from Company without Company's prior written consent. No other signs (except motor fuel price signs) shall be placed on a sign pole containing a sign advertising a product manufactured or handled by Company. Dealer shall not, during the term of this Contract or thereafter, simulate in any way any insignia identifying Company's products or the places or outlets where they are sold or marketed. Upon termination of this Contract, Dealer shall immediately return to Company all signs supplied to Dealer by Company and shall immediately discontinue any and all use of such insignia and shall obliterate such insignia from all real or personal property utilized by Dealer. Dealer likewise shall obliterate such insignia from any real or personal property of Dealer before selling any such property to a third party.

(c) Company shall have the right at any time during the term of this Contract to change, alter or amend any of the trademarks and trade names under which the motor fuels covered by this Contract are now or may hereafter be sold. If Company shall at any time during the term of this Contract discontinue the marketing in Dealer's locality of any or all of the motor fuels covered by this Contract, Company shall be relieved of all obligation to sell or deliver such discontinued product to Dealer and, if Company shall market any other product in lieu of the discontinued product, this Contract shall embrace the new product and all of the terms and conditions hereof previously applicable to the discontinued product shall apply to the new product.

CONDUCT OF DEALER'S BUSINESS

5. (a) Dealer is engaged in an independent business and nothing herein contained shall be construed as granting to Company any right to control Dealer's business or operations or the manner in which the same shall be conducted, Dealer's obligation to Company hereunder being the performance of the terms and conditions of this Contract. Company has no right to hire or fire any employees of Dealer or to exercise any control over any of Dealer's employees, all of whom are entirely under the control and direction of Dealer, who shall be responsible for their acts and omissions. Dealer accepts exclusive liability for all contributions and payroll taxes required under Federal Social Security laws and State Unemployment Compensation laws or other payments under any laws of similar character as to all persons employed by or working for Dealer.

(b) Dealer shall indemnify, defend and hold harmless Company, Company's parent company, Chevron Corporation, the subsidiary and affiliated companies of each of them (collectively "Company and its affiliates"), and their respective directors, officers, agents and employees, from and against all expense (including attorneys' fees), liability and claims of whatsoever kind and nature, including but not limited to those for damage to property (including Dealer's property) or injury to or death of persons (including Dealer), directly or indirectly resulting, or alleged to result, from anything occurring from any cause on or about or in connection with the maintenance, upkeep, repair, replacement, operation or use of the premises, or anything located thereon.

PREVENTION OF PERFORMANCE--SHORTAGE OF SUPPLY

6. (a) There shall be no obligation to sell or deliver or to receive or use the petroleum products covered by this Contract when and while, and to the extent that, the receiving or using or manufacture or making deliveries in the customary manner are prevented or hindered by act of God, fire, riot, labor disturbances (whether involving employees of the party affected or of others and regardless of whether the disturbance could be settled by acceding to the demands of a labor group), accident, war or the acts of any government (whether foreign or domestic, Federal, state, county or municipal) or any causes beyond the reasonable control of the party affected, whether or not similar to any of the foregoing causes. In cases of partial or total interruption or loss or shortage of transportation facilities or supplies, or shortage of products deliverable hereunder, Company may allocate deliveries of available products among Dealer, Company's other customers, contract or

otherwise, including Company's affiliates, and Company for its own use, on any basis which in Company's sole judgment is fair and reasonable, allowing for such priorities as Company deems appropriate.

(b) Due to uncertainties in the supply/demand situation (which may include a decision by Company that the costs of some crude oil and petroleum products which might be available are unreasonable), Company may not have sufficient supplies of one or more of the petroleum products covered by this Contract to meet the full requirements of Dealer, of Company's other customers, contract or otherwise, including Company's affiliates, and of Company for its own use. Whenever that situation exists and Company's performance hereunder is not otherwise excused, Company may allocate deliveries of available products on any basis which in Company's sole judgment is fair and reasonable, allowing for such priorities as Company deems appropriate.

(c) Allocation is fair and reasonable even if it is based on a shortage in the then contemplated sources of supply or a general shortage in Company's system or on historical or planned deliveries. "Company's system" means the supply system of Company and its affiliates.

TERMINATION

7. (a) Dealer may terminate this Contract without cause at any time during the term hereof upon giving Company written notice of such termination.

(b) Company may, in addition to such other remedies as Company may have (including but not limited to the right to terminate this Contract as otherwise provided herein) and subject to any valid requirements of any applicable statute, terminate this Contract upon giving Dealer ninety (90) days' prior written notice of such termination or, if it would not be reasonable for Company to give ninety (90) days' prior written notice, at Company's election upon giving Dealer prior written notice for such lesser period as is reasonable in the circumstances, if any one of the following occurs:

(1) Dealer by act or omission breaches or defaults on any covenant, condition or other provision of this Contract, which breach or default can be cured, and Dealer fails to cure such breach or default within ten (10) days after such written notice of termination from Company which shall specify such breach or default; or

(2) Dealer by act or omission breaches or defaults on any covenant, condition or other provision of this Contract which breach or default cannot be cured, or in the event of any breach or default by Dealer after notice of two previous breaches or defaults of any kind has been given hereunder, regardless of Dealer's curing such previous breaches or defaults; or

(3) Dealer fails to exert good faith efforts to carry out the provisions of this Contract following written notice to Dealer from Company of such failure and a reasonable opportunity to exert good faith efforts to carry out such provisions; or

(4) Dealer fails to pay to Company in a timely manner when due all sums to which Company is legally entitled (whether or not such sums are owed to Company under this Contract); or

(5) Dealer knowingly fails to comply with Federal, state or local laws or regulations relevant to the use or operation of the premises; or

(6) Willful adulteration, commingling, mislabeling or misbranding of motor fuels or other violations by Dealer of trademarks utilized by Company; or

(7) This Contract, or any interest therein, is assigned or otherwise transferred contrary to the provisions of section 9 hereof; or

(8) Dealer vacates, abandons, transfers or is deprived of possession of the premises; or

(9) Unlawful, fraudulent or deceptive acts or practices or criminal misconduct by Dealer relevant to the operation of the premises; or

(10) Continuing severe physical or mental disability of Dealer of three (3) months' duration which renders Dealer unable to provide for the continued proper operation of the premises as a service station; or

(11) Failure by Dealer to operate the premises as a service station for seven (7) consecutive days, or such lesser period which under the facts and circumstances constitutes an unreasonable period of time; or

(12) Conviction of Dealer of any felony involving moral turpitude; or

(13) Dealer's death.

Without limitation on the foregoing, it is agreed that upon the occurrence of any of the events specified in clauses (6) through (13) of this subsection (b) it would not be reasonable for Company to give ninety (90) days' prior written notice, that ten (10) days' notice would be reasonable in such circumstances, and that in any such circumstance Company may elect to terminate this Contract upon giving Dealer ten (10) instead of ninety (90) days' prior written notice of such termination.

(c) If during the term hereof Company decides to withdraw from marketing motor fuels through retail outlets in the relevant geographic market area in which the premises are located, Company may terminate this Contract by giving Dealer one hundred eighty (180) days' prior written notice of such termination and otherwise complying with any applicable requirements of law, including the Federal Petroleum Marketing Practices Act.

(d) Waiver by Company of one or more breaches or defaults hereunder shall not be deemed to be a waiver of any other or continuing breach or default hereunder. No modification of this Contract, and no waiver of any provision hereof, shall be binding on Company unless in writing and signed by Company. Termination of this Contract shall not relieve Dealer of responsibility for obligations incurred prior to termination. Upon termination of this Contract, subject to any valid requirements of any applicable statute, neither Company nor any incoming Dealer shall have any obligation to purchase from Dealer any of Dealer's inventory, tools, equipment or supplies.

(e) If Company continues to accept orders from Dealer for motor fuels following expiration of the term of this Contract, such sales shall be upon all of the terms and conditions hereof; provided that such sales shall not be construed to evidence a renewal of this Contract by operation of law or otherwise, but shall imply only an agreement from day to day, which Company may (subject to any valid requirements of any applicable statute) terminate without cause at any time upon giving Dealer written notice of such termination.

FACILITIES

8. Company has delivered to or installed for (or shall deliver to or install for) Dealer the following facilities to be used by Dealer at the premises:

				<u>Monthly Rent</u>
Chevron I.D. Signs:	of Type	@	\$ /mo.	\$ -0-
Chevron I.D. Signs:	of Type	@	\$ /mo.	\$
Pump Block				
Lighter Boxes:	No. of	@	\$ /mo.	\$ -0-
TOTAL MONTHLY RENT				\$ -0-

Dealer shall pay Company, in advance, each month for use of such facilities the total monthly rent specified above. In connection with the use by Dealer of such facilities, Dealer agrees to be responsible for loss of or damage to such facilities and agrees not to remove any of such facilities from the premises. Title to such facilities and all trademark and service mark rights Company may have in the same shall at all times remain in Company, and Company shall have the right at any time to remove any or all of such facilities on notice to Dealer thereof, refunding to Dealer any unearned, prepaid rental.

ASSIGNMENT

9. This Contract is personal to Dealer, and Dealer shall not, subject to any valid requirements of any applicable statute: assign this Contract, or any interest therein (either voluntarily or by operation of law) by assignment or other arrangements having similar effect; or become associated with any other person, directly or indirectly, as a partner or otherwise in regard to Dealer's interest or operations under this Contract.

INSURANCE

10. (a) Dealer shall maintain, at Dealer's own expense during the term hereof, insurance with respect to Dealer's business, the premises and all activities on or about or in connection with the premises of the types and in the minimum amounts described generally as follows:

(1) Garage Liability Insurance or Comprehensive General Liability Insurance (bodily injury and property damage) of not less than \$500,000 combined single limit per occurrence, including explosion hazard, personal injury, premises-operations, products and completed operations, blanket contractual and independent contractors liability coverages; and

(2) Business Auto Liability Insurance (bodily injury and property damage) of not less than \$500,000 combined single limit per occurrence on all nonowned automobiles, all tow trucks and service vehicles which are owned, hired or leased by Dealer, and all vehicles bearing the hallmark or other insignia used by Company, which are owned, hired or leased by Dealer ; and

(3) Environmental Impairment Liability Insurance (bodily injury and property damage) of not less than \$500,000 combined single limit of liability, including gradual seepage, pollution and cleanup costs; and

(4) Full Worker's Compensation and Employer's Liability Insurance covering all employees of Dealer; and

(5) Any other insurance or surety bonding that may be required by applicable Federal, state and local laws and regulations; and

(6) Excess liability insurance of not less than \$1,000,000 per occurrence in excess of the insurance required under clauses (1), (2), (4) (except Worker's Compensation) and (5) above, affording not less than the same coverage and including personal injury and property damage coverage.

(b) The insurance required under clauses (1), (2), (3), (5) and (6) of subsection (a) above shall include Company and its affiliates as additional insureds except with regard to occurrences that are the result of their sole negligence.

(c) The insurance required under clauses (1), (2), (3), (5) and (6) of subsection (a) above shall provide that it is primary coverage with respect to Dealer, Company and all other additional insureds.

(d) The insurance required above shall provide that no cancellation or material change in any policy shall become effective except upon thirty (30) days' prior written notice to Company.

(e) The insurance companies shall have no recourse against Company, or any other additional insured, for payment of any premiums or assessments under any policy issued by a mutual insurance company.

(f) Dealer shall furnish certificates satisfactory to Company as evidence that the insurance required under subsection (a) above is being maintained.

(g) Dealer shall be responsible for all deductibles in all of Dealer's insurance policies.

(h) Dealer's indemnity and other obligations shall not be limited by the foregoing insurance requirements.

CORPORATE DEALER-OPERATOR

11. (a) The personal qualifications of each Company dealer are of material significance to Company, other retail service stations displaying Company's insignia, and the motoring public. When Company accommodates an individual's desire to do business in corporate form by entering into this Contract with the corporation, this is done with the understanding that, although it is only the corporate Dealer that enjoys rights under this Contract, those rights are conditioned on the individual remaining actively involved with and responsible for the operation of the service station and retaining control of the corporation. Accordingly, if Dealer is a corporation and subject to any valid requirements of any applicable statute, Dealer agrees that the references to "Dealer" in clauses (9), (10), (12) and (13) of subsection 7(b) hereof are amended hereby to read "Dealer or any Operator" and that Dealer's rights under this Contract are subject to the following conditions being met throughout the term of this Contract, which Dealer shall cause the following named individual N/A ("Operator") to meet:

(1) Operator shall perform Dealer's obligations under subsection 2(b) hereof to devote sufficient time to the personal management of the premises so as to provide for the continued proper operation thereof as a service station; and

(2) Operator shall own all right, title and interest, legal and beneficial, in and to a majority of the voting stock and any other stock of Dealer (as well as a majority thereof after giving effect to the conversion of all securities convertible into stock of Dealer and taking into account the issuance of any additional stock or securities convertible into stock) and Operator shall not pledge or otherwise hypothecate any such stock or securities, or permit or suffer any lien or encumbrance to be placed thereon, or grant proxies or enter into stockholder or other agreements which limit in any manner Operator's control of Dealer, or otherwise create, permit or suffer legal, beneficial or other rights or interests to exist in others with regard to any such stock or securities; and

(3) Operator shall guarantee the performance of all of Dealer's obligations under this Contract.

(b) The occurrence of any event, whether voluntary, involuntary, direct or indirect, by operation of law, by merger or other corporate proceedings or otherwise caused, which results in Operator having less than a majority of the voting and other stock of Dealer as required by clause (2) of subsection (a) above or any action otherwise in breach of clause (2) of subsection (a) above shall be construed as an assignment of this Contract for the purposes of section 9 hereof.

UNLEADED GASOLINES

12. (a) The motor fuels covered by this Contract include unleaded gasolines, which products are subject to Federal air pollution laws and regulations on fuels and fuel additives. Those regulations impose directly on Dealer and Company specific legal obligations regarding the quality control, distribution, sale and dispensing of unleaded gasolines. Accordingly, Company has established certain programs and procedures for the handling of unleaded gasolines. Dealer recognizes the importance to Company and to Dealer of Dealer meeting fully all governmental requirements covering unleaded gasolines. Dealer agrees to comply with Company's programs and procedures for handling unleaded gasolines in their present or future form and promptly to contact Company if Dealer has any indication whatsoever that contamination of unleaded gasolines may occur or may have occurred in order that Company may, at its option, conduct a test of such product. Company's representatives shall have the right at any time to enter upon the premises where unleaded gasolines purchased hereunder are stored by or for Dealer and to take such quantities of unleaded gasolines as they deem necessary to check the quality of such products, compensating Dealer (at Dealer's cost, which for this purpose shall be based on Company's prices to Dealer hereunder in effect at the time the product is taken, or, at Company's option, in kind) for any products so taken. Dealer shall comply fully with all applicable Federal, state and local laws and regulations pertaining to unleaded gasolines, including but not limited to specific compliance with the regulatory provisions which:

(1) Prohibit the sale, dispensing or offering for sale of gasoline represented to be unleaded gasoline unless it meets the requirements for unleaded gasoline defined in the Federal regulations; and

(2) Prohibit introduction, or causing or allowing introduction of leaded gasoline into any motor vehicle which is labeled "unleaded gasoline only," or which is equipped with a gasoline tank filler inlet which is designed only for the introduction of unleaded gasoline; and

(3) Require that all gasoline pumps, from which leaded gasoline is introduced into motor vehicles, be equipped with a nozzle spout having a terminal end with an outside diameter of not less than 0.930 inches (2.363 centimeters); and

(4) Require that all gasoline pumps, from which unleaded gasoline is introduced into motor vehicles, be equipped with a nozzle spout which meets the following specifications: (i) the outside diameter of the terminal end shall not be greater than 0.840 inches (2.134 centimeters); (ii) the terminal end shall have a straight section of at least 2.5 inches (6.34 centimeters) in length; (iii) the retaining spring shall terminate 3.0 inches (7.6 centimeters) from the terminal end; and

(5) Require that the following notice be displayed in the immediate area of each pump island:

"Federal Law Prohibits the Introduction of Any Gasoline Containing Lead or Phosphorus Into Any Motor Vehicle Labeled 'UNLEADED GASOLINE ONLY'"; and

(6) Require that unleaded gasoline pumps have affixed a label stating: "Unleaded Gasoline"; and

(7) Require that leaded gasoline pumps have affixed a label stating: "Contains lead anti-knock compounds."

(b) Dealer shall comply fully with all documents, manuals and other written communications pertaining to unleaded gasolines, which Company has distributed or may distribute at any time in the future to Dealer.

(c) Dealer's indemnity obligation under subsection 5(b) of this Contract shall include, but not be limited to, any and all expense (including attorneys' fees), liability, claims, fines, civil penalties or demands which may arise or be assessed as a result of any act or omission of Dealer or Dealer's agents or employees in handling unleaded gasolines hereunder, or as a result of failure by any of them to follow Company's programs and procedures for handling unleaded gasolines.

(d) If Dealer fails to comply with the requirements regarding unleaded gasolines as hereinabove set forth, then Company, in addition to such other remedies as Company may have, shall have the right to terminate delivery of unleaded gasolines to Dealer or to suspend such delivery until Company is satisfied that Dealer is again in compliance therewith.

PRIOR SUPPLY CONTRACTS

13. This Contract shall not become effective if, prior to the commencement of the term hereof, Company notifies Dealer of Company's election to exercise any right Company may have to terminate any prior supply contract with Dealer covering the delivery of motor fuels to the premises. In such event this Contract shall be null and void. Subject to the foregoing, effective as of the commencement of the term hereof, this Contract supersedes and terminates all prior supply contracts between Company and its affiliates and Dealer covering the delivery of motor fuels to the premises, provided that any outstanding breach by Dealer of any such prior supply contract shall be deemed to be a breach of this Contract and the occurrence of any event authorizing the termination of any such prior supply contract shall authorize the termination of this Contract.


NOTICE

14. All notices to be given under this Contract shall be in writing and shall be posted by certified mail or personally delivered to Company at 2 Annabel Lane, Suite 200, San Ramon, CA 94583 and to Dealer at the premises or such other address as either party may designate by written notice to the other in the manner herein provided.

IN WITNESS WHEREOF, the parties hereto have executed this Contract as of the date first above written.

CHEVRON U.S.A. INC.

By 


G. R. Clements

Dealer

The undersigned Operator hereby agrees that Operator shall perform and comply with the provisions of section 11 of this Contract and hereby guarantees to Company the performance of all of Dealer's obligations under this Contract.

Operator

MS-9266(7-85)

Exhibit 4

MEMORANDUM

San Francisco, CA
August 12, 1991

TIP Letter # 237
MTBE Effects

REGIONAL MANAGERS:

As you all know Methyl-tertiary-butyl-ether (MTBE) is widely used in gasoline throughout our distribution network. The oxygenated fuel requirements in the recent reauthorization of the federal Clean Air Act will only increase the use of MTBE and its concentration in our gasolines. In light of this, we thought it prudent to pass on some facts concerning the potential effects, both environmental and budgetary, of a spill or leak of gasoline containing MTBE into the groundwater. This information may help you to prioritize sites due for UST upgrades (ie. spill containment, release detection, etc.).

Typically, benzene is the component that determines the extent of a dissolved hydrocarbon plume and is the component with the most stringent cleanup standards. While benzene concentrations in the groundwater are the driving force for most cleanups, benzene is relatively easy to remove by carbon adsorption or air stripping and it will naturally biodegrade in most subsurface environments.

MTBE on the other hand is a different situation. The solubility of benzene in water is 1,800 parts per million (ppm), while the solubility of MTBE in water is 43,000 ppm! The dissolved plume that results from a leak into groundwater is directly related to the solubility in water of the chemical. The higher the solubility the larger the plume and the faster it will migrate.

When MTBE gets into the water then the trouble really starts. Removal of a compound by air stripping is governed by the Henry's Law constant; the constant for MTBE is 1/7 that of benzene; the biodegradation of MTBE is 1/5 that of benzene; the carbon adsorption of MTBE is 1/5 that of benzene. MTBE has two additional characteristics that only exacerbate the problem. Dissolved benzene transport in water is retarded due to adsorption; MTBE transport is not significantly slowed since it does not adsorb to soil as well. Water containing over 1,500 ppm of MTBE is flammable and can lead to explosive vapors. Attached you will find a summary of MTBE properties provided by R.J. Hinds of CRTC.

CONFIDENTIAL: This document is subject to the
September 21, 1999 Stipulated Protective Order entered
in San Francisco Superior Court, Case No. 999128.

CHEV 09564

As you can see, a groundwater cleanup where MTBE is present has the potential to be 2-3 times as expensive as our present groundwater cleanups. The resulting plume will be much larger and the removal of MTBE is very difficult at best.

Our highest degree of concern right now is with service stations without spill containment manholes that are, or will be, served by racks that are blending MTBE. The combination of MTBE gasoline being delivered, the lack of spill containment manholes, and shallow groundwater could be tremendously expensive for us in the long run. As they say, an ounce of prevention is worth a pound of cure, and in this case prevention is certainly prudent.

J.L. KOERBER

JK

DJL/

cc. A.M. Caccamo
D.N. Perkins
J.L. Pease
R.J. Kinds
Compliance Specialists
TIP Coordinators
Env. Engineering Supervisors
H.W. Riggs

CONFIDENTIAL: This document is subject to the
September 21, 1999 Stipulated Protective Order entered
in the San Francisco Superior Court, Case No. 999128.

CHEV 09565

Exhibit 5

MATERIAL SAFETY DATA SHEET
MATERIAL SAFETY DATA SHEET

CHEVRON
CHEVRON

CHEVRON UNLEADED GASOLINE W/MTBE

PAGE 1 OF 1

THIS MATERIAL SAFETY DATA SHEET CONTAINS ENVIRONMENTAL, HEALTH AND TOXICOLOGY INFORMATION FOR YOUR EMPLOYEES. PLEASE MAKE SURE THIS INFORMATION IS GIVEN TO THEM. IT ALSO CONTAINS INFORMATION TO HELP YOU MEET COMMUNITY RIGHT-TO-KNOW/EMERGENCY RESPONSE REPORTING REQUIREMENTS UNDER SARA TITLE III AND MANY OTHER LAWS. IF YOU RESELL THIS PRODUCT, THIS MSDS MUST BE GIVEN TO THE BUYER OR THE INFORMATION INCORPORATED IN YOUR MSDS. DISCARD ANY PREVIOUS EDITION OF THIS MSDS.

MSDS DISCONTINUED. THIS MATERIAL SAFETY DATA SHEET WILL NO LONGER BE UPDATED. SEE MSDS #2655.

1. CHEMICAL PRODUCT AND COMPANY IDENTIFICATION

~~CHEVRON UNLEADED GASOLINE W/MTBE~~

COMPANY IDENTIFICATION

CHEVRON USA PRODUCTS COMPANY
ENVIRONMENTAL, SAFETY, AND HEALTH
575 MARKET ST.
SAN FRANCISCO, CA 94105-2656

EMERGENCY TELEPHONE NUMBERS

CHEMTREC (24 HR):
(800)424-9300 OR (202)483-7616

PRODUCT INFORMATION: (800)822-5823 MSDS REQUESTS
(510)242-5357 TECHNICAL

REVISION NUMBER: 2

REVISION DATE: 02/03/93

MSDS NUMBER: 004276

NDA - NO DATA AVAILABLE

NA - NOT APPLICABLE

PREPARED ACCORDING TO THE OSHA HAZARD COMMUNICATION
STANDARD (29 CFR 1910.1200) BY THE CHEVRON ENVIRONMENTAL

EXHIBIT 2

HEALTH CENTER, INC., P.O. BOX 4854, RICHMOND, CA 94804.
CHEVRON UNLEADED GASOLINE M/NTBE

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2. COMPOSITION/INFORMATION ON INGREDIENTS

SPECIAL NOTES: ETHYL ALCOHOL IS ONLY ADDED IN LIMITED SPECIFIC DISTRIBUTION AREAS.

COMPOSITION COMMENT:

ALL THE COMPONENTS OF THIS MATERIAL ARE ON THE TOXIC SUBSTANCES CONTROL ACT CHEMICAL SUBSTANCES INVENTORY.

THE PROPORTION COMPOSITIONS ARE GIVEN TO ALLOW FOR THE VARIOUS RANGES OF THE COMPONENTS PRESENT IN THE WHOLE PRODUCT AND MAY NOT EQUAL 100%.

100.0 % ~~CHEVRON UNLEADED GASOLINE M/NTBE~~

CONTAINING

COMPONENTS	AMOUNT	LIMIT/QT	AGENCY/TYPE
GASOLINE (GENERIC)	100.0%	300PPM 500PPM 300PPM 500PPM	ACGIH TWA ACGIH STEL OSHA TWA OSHA STEL

INCLUDING

BENZENE CHEMICAL NAME: BENZENE CAS#71432	< 4.9%	10PPM 1PPM 5PPM 25 PPM 10 LBS	ACGIH TWA OSHA TWA OSHA STEL OSHA CEILING CERCLA 202.4 RC
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REFER TO THE OSHA BENZENE STANDARD (29 CFR 1910.1020) FOR DETAILED TRAINING, EXPOSURE MONITORING, RESPIRATORY PROTECTION AND MEDICAL SURVEILLANCE REQUIREMENTS BEFORE USING THIS PRODUCT.

ETHYL BENZENE CHEMICAL NAME: ETHYLBENZENE CAS#100414	< 1.4%	100PPM 125PPM 100PPM 125PPM 1,000 LBS	ACGIH TWA ACGIH STEL OSHA TWA OSHA STEL CERCLA 202.4 RC
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XYLENE-P CHEMICAL NAME: XYLENE-P CAS#106423	< 4.9%	100 PPM	ACGIH STEL
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1,000 LBS

CERCLA 302.4 RQ

XYLENE-M

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CHEMICAL NAME: XYLENE-M
CAS100383

< 4.6%

100PPM
150PPM
100PPM
150PPM
1,000 LBSACGIH TWA
ACGIH STEL
OSHA TWA
OSHA STEL
CERCLA 302.4 RQ

XYLENE-O

CHEMICAL NAME: XYLENE-O
CAS95476

< 2.2%

100PPM
150PPM
100PPM
150PPM
1,000 LBSACGIH TWA
ACGIH STEL
OSHA TWA
OSHA STEL
CERCLA 302.4 RQ

TOLUENE

CHEMICAL NAME: TOLUENE
CAS108883

< 6.5%

100PPM
150PPM
100PPM
150PPM
300 PPM
1,000 LBSACGIH TWA
ACGIH STEL
OSHA TWA
OSHA STEL
OSHA CEILING
CERCLA 302.4 RQ

HEXANE

CHEMICAL NAME: HEXANE
CAS110543

< 3.0%

50PPM
1000 PPM
50PPMACGIH TWA
ACGIH STEL
OSHA TWA

CYCLOHEXANE

CHEMICAL NAME: CYCLOHEXANE
CAS110627

< 2.4%

300PPM
300PPM
1,000 LBSACGIH TWA
OSHA TWA
CERCLA 302.4 RQ

CAN CONTAIN

MTBE

CHEMICAL NAME: METHYL TERT-BUTYL ETHER
CAS106644

< 15.0%

1 LBS

CERCLA 302.4 RQ

OR

ETHANOL

CHEMICAL NAME: ETHYL ALCOHOL

CAS64175

< 10.0%

1,000PPM
1000PPMACGIH TWA
OSHA TWA

TLV - THRESHOLD LIMIT VALUE
STEL - SHORT-TERM EXPOSURE LIMIT
RQ - REPORTABLE QUANTITY
CC - CHEVRON CHEMICAL COMPANY

TWA - TIME WEIGHTED AVERAGE
TPQ - THRESHOLD PLANNING QUANTITY
CPS - CUSA PRODUCT CODE
CAS - CHEMICAL ABSTRACT SERVICE NUMBER

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3. HAZARDS IDENTIFICATION

***** EMERGENCY OVERVIEW *****

- HARMFUL OR FATAL IF SWALLOWED - CAN ENTER LUNGS AND CAUSE DAMAGE
- VAPOR HARMFUL
- LONG-TERM EXPOSURE TO VAPOR HAS CAUSED CANCER IN LABORATORY ANIMALS
- MAY CAUSE EYE AND SKIN IRRITATION
- EXTREMELY FLAMMABLE
- KEEP OUT OF REACH OF CHILDREN

POTENTIAL HEALTH EFFECTS

EYE CONTACT:

THIS SUBSTANCE IS SLIGHTLY IRRITATING TO THE EYES AND COULD CAUSE PROLONGED (DAYS) IMPAIRMENT OF YOUR VISION. THE DEGREE OF THE INJURY WILL DEPEND ON THE AMOUNT OF MATERIAL THAT GETS INTO THE EYE AND THE SPEED AND THOROUGHNESS OF THE FIRST AID TREATMENT. SIGNS AND SYMPTOMS MAY INCLUDE PAIN, TEARS, SWELLING, REDNESS, AND BLURRED VISION. EYE CONTACT WITH THE VAPORS, FUMES, OR SPRAY MIST FROM THIS SUBSTANCE COULD ALSO CAUSE SIMILAR SIGNS AND SYMPTOMS.

SKIN IRRITATION:

PROLONGED OR FREQUENTLY REPEATED CONTACT MAY CAUSE THE SKIN TO BECOME CRACKED OR DRY FROM THE DEFATTING ACTION OF THIS MATERIAL.

DERMAL TOXICITY:

IF ABSORBED THROUGH THE SKIN, THIS SUBSTANCE IS CONSIDERED PRACTICALLY NON-TOXIC TO INTERNAL ORGANS.

RESPIRATORY/INHALATION:

THIS SUBSTANCE IS SLIGHTLY TOXIC TO INTERNAL ORGANS IF INHALED. THE DEGREE OF INJURY WILL DEPEND ON THE AIRBORNE CONCENTRATION AND DURATION OF EXPOSURE. THE TARGET ORGAN(S) IS THE NERVOUS SYSTEM. INHALATION OF GASOLINE VAPOR AT AIRBORNE CONCENTRATIONS EXCEEDING 1000 PPM MAY CAUSE SIGNS AND SYMPTOMS OF CENTRAL NERVOUS SYSTEM EFFECTS SUCH AS HEADACHE, DIZZINESS, LOSS OF APPETITE, WEAKNESS AND LOSS OF COORDINATION. VAPOR

CONCENTRATIONS IN EXCESS OF 5000 PPM MAY CAUSE LOSS OF CONSCIOUSNESS, COMA AND DEATH. BRIEF EXPOSURES TO HIGH VAPOR CONCENTRATIONS MAY ALSO CAUSE PULMONARY EDEMA AND BRONCHITIS. INTENTIONAL EXPOSURES TO EXCESSIVELY HIGH CONCENTRATIONS (E.G., WHEN USED AS A DRUG OF ABUSE) HAVE BEEN REPORTED TO RESULT IN CLINICAL MANIFESTATIONS THAT MAY INCLUDE CONVULSIONS, DELIRIUM, AND HALLUCINATIONS. THESE MANIFESTATIONS ARE NOT KNOWN TO OCCUR FOLLOWING ACCIDENTAL INHALATION OF GASOLINE VAPOR DURING NORMAL OPERATIONS. INGESTION:

THIS SUBSTANCE IS SLIGHTLY TOXIC TO INTERNAL ORGANS IF SWALLOWED. THE DEGREE OF INJURY WILL DEPEND ON THE AMOUNT ABSORBED FROM THE GUT. THE TARGET ORGAN(S) IS THE NERVOUS SYSTEM. SIGNS AND SYMPTOMS OF CENTRAL NERVOUS SYSTEM EFFECTS MAY INCLUDE ONE OR MORE OF THE FOLLOWING: HEADACHE, DIZZINESS, LOSS OF APPETITE, WEAKNESS AND LOSS OF COORDINATION.

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 CHEVRON UNLEADED GASOLINE N/HTBE PAGE 5 OF 1

BECAUSE OF THE LOW VISCOSITY OF THIS SUBSTANCE, IT CAN DIRECTLY ENTER THE LUNGS IF IT IS SWALLOWED (THIS IS CALLED ASPIRATION). THIS CAN OCCUR DURING THE ACT OF SWALLOWING OR WHEN VOMITING THE SUBSTANCE. ONCE IN THE LUNGS, THE SUBSTANCE IS VERY DIFFICULT TO REMOVE AND CAN CAUSE SEVERE INJURY TO THE LUNGS AND DEATH.

4. FIRST AID MEASURES

EYE CONTACT:

WASH EYES THOROUGHLY WITH FRESH WATER FOR AT LEAST 15 MINUTES WHILE HOLDING THE EYELIDS OPEN. REMOVE CONTACT LENSES IF WORN. NO ADDITIONAL FIRST AID SHOULD BE NECESSARY. HOWEVER, IF IRRITATION PERSISTS, SEE A DOCTOR.

SKIN CONTACT:

NO FIRST AID PROCEDURES ARE REQUIRED. AS A PRECAUTION, WASH SKIN THOROUGHLY WITH SOAP AND WATER. REMOVE AND WASH CONTAMINATED CLOTHING. INHALATION:

IF RESPIRATORY IRRITATION OR ANY SIGNS OR SYMPTOMS AS DESCRIBED IN THIS DOCUMENT OCCUR, MOVE THE PERSON TO FRESH AIR. IF ANY OF THESE EFFECTS CONTINUE, SEE A DOCTOR.

INGESTION:

IF SWALLOWED, GIVE WATER OR MILK TO DRINK AND TELEPHONE FOR MEDICAL ADVICE. DO NOT MAKE PERSON VOMIT UNLESS DIRECTED TO DO SO BY MEDICAL PERSONNEL. IF MEDICAL ADVICE CANNOT BE OBTAINED, THEN TAKE THE PERSON AND PRODUCT CONTAINER TO THE NEAREST MEDICAL EMERGENCY TREATMENT CENTER OR HOSPITAL. NOTE TO PHYSICIAN: INGESTION OF THIS PRODUCT OR SUBSEQUENT VOMITING CAN RESULT IN ASPIRATION OF LIGHT HYDROCARBON LIQUID WHICH CAN CAUSE PNEUMONITIS.

5. FIRE FIGHTING MEASURES

FLASH POINT: (P-M) < -40F (-45C)

AUTOIGNITION: NDA

FLAMMABILITY LIMITS (% BY VOLUME IN AIR): LOWER: 1.4 UPPER: 7.6

EXTINGUISHING MEDIA:

FIRE FIGHTING FOAM: ALCOHOL RESISTANT TYPE (AR)
AFFF, CO2, DRY CHEMICAL.

FIRE FIGHTING PROCEDURES:

THIS PRODUCT PRESENTS AN EXTREME FIRE HAZARD. LIQUID VERY QUICKLY EVAPORATES, EVEN AT LOW TEMPERATURES, AND FORMS VAPOR (FUMES) WHICH CAN CATCH FIRE AND BURN WITH EXPLOSIVE VIOLENCE. INVISIBLE VAPOR SPREADS EASILY AND CAN BE SET ON FIRE BY MANY SOURCES SUCH AS PILOT LIGHTS, WELDING EQUIPMENT, AND ELECTRICAL MOTORS AND SWITCHES.

FOR FIRES INVOLVING THIS MATERIAL, DO NOT ENTER ANY ENCLOSED OR CONFINED FIRE SPACE WITHOUT PROPER PROTECTIVE EQUIPMENT. THIS MAY INCLUDE SELF-CONTAINED BREATHING APPARATUS TO PROTECT AGAINST THE HAZARDOUS EFFECTS OF NORMAL PRODUCTS OF COMBUSTION OR OXYGEN DEFICIENCY. READ THE ENTIRE DOCUMENT.
COMBUSTION PRODUCTS:

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NORMAL COMBUSTION FORMS CARBON DIOXIDE AND WATER VAPOR; INCOMPLETE COMBUSTION CAN PRODUCE CARBON MONOXIDE.

NEPA RATINGS: HEALTH 1; FLAMMABILITY 3; REACTIVITY 0; SPECIAL NDA; LEAST-0, SLIGHT-1, MODERATE-2, HIGH-3, EXTREME-4. THESE VALUES ARE OBTAINED USING THE GUIDELINES OR PUBLISHED EVALUATIONS PREPARED BY THE NATIONAL FIRE PROTECTION ASSOCIATION (NFPA) OR THE NATIONAL PAINT AND COATING ASSOCIATION.

~~6. ENVIRONMENTAL CONCERNS, SPILL RESPONSE AND DISPOSAL~~

CHEMTREC EMERGENCY NUMBER (24 HR): (800) 424-9300 OR (202) 463-7616
~~SPILL/LEAK PRECAUTIONS~~

ELIMINATE ALL SOURCES OF IGNITION IN VICINITY OF SPILL OR RELEASED VAPOR.

~~CONTAMINATED SOILS AND SUBSTRATES SHOULD BE REMOVED AND DISPOSED IN ACCORDANCE WITH THE PROTECTIVE EQUIPMENT SECTION. THIS MATERIAL IS CONSIDERED TO BE A WATER POLLUTANT AND RELEASES OF THIS PRODUCT SHOULD BE PREVENTED FROM CONTAMINATING SOIL AND WATER AND FROM ENTERING DRAINAGE AND SEWER SYSTEMS.~~

~~REGULATIONS REQUIRE REPORTING SPILLS OF THIS MATERIAL THAT COULD REACH OR AFFECT WATER. THE TOLL FREE NUMBER FOR THE U.S. COAST GUARD NATIONAL RESPONSE CENTER IS (800) 424-6862.~~

DISPOSAL METHODS:

CLEAN UP SMALL SPILLS USING APPROPRIATE TECHNIQUES SUCH AS SORBENT MATERIALS OR PUMPING. WHERE FEASIBLE AND APPROPRIATE, REMOVE CONTAMINATED SOIL. FOLLOW PRESCRIBED PROCEDURES FOR REPORTING AND RESPONDING TO LARGER RELEASES. PLACE CONTAMINATED MATERIALS IN DISPOSABLE CONTAINERS AND DISPOSE OF IN A MANNER CONSISTENT WITH APPLICABLE REGULATIONS. CONTACT

LOCAL ENVIRONMENTAL OR HEALTH AUTHORITIES FOR APPROVED DISPOSAL OF THIS MATERIAL.

7. STORAGE, HANDLING, AND REACTIVITY

HAZARDOUS DECOMPOSITION PRODUCTS:

NDA.

STABILITY:

STABLE.

HAZARDOUS POLYMERIZATION:

POLYMERIZATION WILL NOT OCCUR.

INCOMPATIBILITY:

MAY REACT WITH STRONG OXIDIZING AGENTS, SUCH AS CHLORATES, NITRATES, PEROXIDES, ETC.

SPECIAL PRECAUTIONS:

NEVER SIPHON GASOLINE BY MOUTH. READ AND OBSERVE ALL PRECAUTIONS ON PRODUCT LABEL. USE ONLY AS A MOTOR FUEL. DO NOT USE FOR CLEANING, PRESSURE APPLIANCE FUEL, OR ANY OTHER SUCH USE. DO NOT USE OR STORE NEAR FLAME, SPARKS OR HOT SURFACES. USE ONLY IN WELL VENTILATED AREA. KEEP CONTAINER CLOSED. DO NOT TRANSFER LIQUID TO AN UNLABELED CONTAINER. DO

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~~CALIFORNIA UNLEADED GASOLINE~~

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NOT WELD, HEAT OR DRILL CONTAINER. REPLACE CAP OR BUNG. EMPTIED CONTAINER STILL CONTAINS HAZARDOUS OR EXPLOSIVE VAPOR OR LIQUID.

8. PROTECTIVE EQUIPMENT

EYE PROTECTION:

DO NOT GET THIS MATERIAL IN YOUR EYES. EYE CONTACT CAN BE AVOIDED BY WEARING CHEMICAL GOGGLES.

SKIN PROTECTION:

NO SPECIAL SKIN PROTECTION IS USUALLY NECESSARY. AVOID PROLONGED OR FREQUENTLY REPEATED SKIN CONTACT WITH THIS MATERIAL. SKIN CONTACT CAN BE MINIMIZED BY WEARING PROTECTIVE CLOTHING.

RESPIRATORY PROTECTION:

NO SPECIAL RESPIRATORY PROTECTION IS NORMALLY REQUIRED, HOWEVER, IF OPERATING CONDITIONS CREATE AIRBORNE CONCENTRATIONS WHICH EXCEED THE RECOMMENDED EXPOSURE STANDARDS, THE USE OF AN APPROVED RESPIRATOR IS REQUIRED. REFER TO THE OSHA BENZENE STANDARD TO DETERMINE WHAT TYPE OF RESPIRATOR IS REQUIRED BASED ON EXPOSURE LEVELS.

VENTILATION:

USE THIS MATERIAL ONLY IN WELL VENTILATED AREAS.

9. PHYSICAL AND CHEMICAL PROPERTIES

APPEARANCE: ORANGE TO BRONZE LIQUID.
 ODOR: NDA
 PHYSICAL STATE: NDA
 PH: NDA
 VAPOR PRESSURE: 5 - 15 PSI (MAX.) @ 180F (VARIABLE)
 VAPOR DENSITY (AIR=1): 3-4
 BOILING POINT: 25 - 225C (VARIABLE)
 FREEZING POINT: NDA
 MELTING POINT: NA
 SOLUBILITY: SOLUBLE IN HYDROCARBONS; INSOLUBLE IN WATER
 SPECIFIC GRAVITY: 0.7 - 0.8
 DENSITY: NDA
 EVAPORATION RATE: NDA
 PERCENT VOLATILE (VOL): 99+

10. TOXICOLOGICAL INFORMATION

EYE IRRITATION:
 THE DRAIZE EYE IRRITATION SCORE (RANGE, 0-11B) IN RABBITS IS 0.
 SKIN IRRITATION:
 THE DRAIZE SKIN PRIMARY IRRITATION SCORE (RANGE, 0-8) FOR A 4-HOUR EXPOSURE (RABBITS) IS 0.00. THIS MATERIAL WAS NOT A SKIN SENSITIZER IN

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THE MODIFIED BUEHLER GUINEA PIG SENSITIZATION TEST.

DERMAL TOXICITY:
 THE DERMAL LD50 IN RABBITS IS > 5 ML/KG.

RESPIRATORY/INHALATION:
 NO PRODUCT TOXICOLOGY DATA AVAILABLE.

INGESTION:
 THE ORAL LD50 IN RATS IS > 5 ML/KG.

ADDITIONAL TOXICOLOGY DATA:

LIFETIME INHALATION OF WHOLE GASOLINE VAPOR HAS CAUSED INCREASED LIVER TUMORS IN FEMALE MICE. THE MECHANISM OF THIS RESPONSE IS STILL BEING INVESTIGATED BUT IT IS THOUGHT TO BE AN EPIGENETIC PROCESS UNIQUE TO THE FEMALE MOUSE. INHALATION EXPOSURE TO WHOLE GASOLINE VAPOR ALSO CAUSED KIDNEY DAMAGE AND EVENTUALLY KIDNEY CANCER IN MALE RATS. NO OTHER ANIMAL MODEL STUDIED HAS SHOWN THESE ADVERSE KIDNEY EFFECTS AND THERE IS NO PHYSIOLOGICAL REASON TO BELIEVE THAT THEY WOULD OCCUR IN MAN.

THE DATA ABOVE IS OBTAINED FROM STUDIES SPONSORED BY THE AMERICAN PETROLEUM INSTITUTE (API).

11. TRANSPORT INFORMATION

THE DESCRIPTION SHOWN MAY NOT APPLY TO ALL SHIPPING SITUATIONS. CONSULT 49CFR, OR APPROPRIATE DANGEROUS GOODS REGULATIONS, FOR ADDITIONAL DESCRIPTION REQUIREMENTS (E.G., TECHNICAL NAME) AND MODE-SPECIFIC OR QUANTITY-SPECIFIC SHIPPING REQUIREMENTS.

DOT SHIPPING NAME: NDA
DOT HAZARD CLASS: NDA
DOT IDENTIFICATION NUMBER: NDA
DOT PACKING GROUP: NDA

12. REGULATORY INFORMATION

SARA 311 CATEGORIES:

1. IMMEDIATE (ACUTE) HEALTH EFFECTS: YES
2. DELAYED (CHRONIC) HEALTH EFFECTS: YES
3. FIRE HAZARD: YES
4. SUDDEN RELEASE OF PRESSURE HAZARD: NO
5. REACTIVITY HAZARD: NO

REGULATORY LISTS SEARCHED:

01=SARA 313	11=NI RTK	21=TSCA SECT 4(E)
02=HMS RTK	12=CERCLA 302.4	22=TSCA SECT 5(A)(E)(F)
03=NIH CARCINOGEN	13=NIH RTK	23=TSCA SECT 6
04=CA PROP 65-CARCIN	14=ACGIH TWA	24=TSCA SECT 12(B)
05=CA PROP 65-REPRO TOX	15=ACGIH STEL	25=TSCA SECT 8(A)
06=IARC GROUP 1	16=ACGIH CALC TLV	26=TSCA SECT 8(D)
07=IARC GROUP 2A	17=OSHA TWA	28=CANADIAN WHMIS
08=IARC GROUP 2B	18=OSHA STEL	29=OSHA CEILING

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09=SARA 302/304

19=CHEVRON TWA

29=CHEVRON STEL

10=PA RTK

20=EPA CARCINOGEN

THE FOLLOWING COMPONENTS OF THIS MATERIAL ARE FOUND ON THE REGULATORY LISTS INDICATED.

ETHYLBENZENE

IS FOUND ON LISTS: 01,02,10,11,12,13,14,15,17,18,26,28,

XYLENE-P

IS FOUND ON LISTS: 01,02,10,11,12,15,26,28,

XYLENE-M

IS FOUND ON LISTS: 01,02,10,11,12,14,15,17,18,26,28,

TOLUENE

IS FOUND ON LISTS: 01,02,04,10,11,12,13,14,15,17,18,26,28,29,

HEXANE

IS FOUND ON LISTS: 02,10,11,12,14,15,17,28,

CYCLOHEXANE

IS FOUND ON LISTS: 01,02,10,11,12,13,14,17,26,28,

~~METHYL TERT-BUTYL ETHER~~

IS FOUND ON LISTS: 01,10,11,21,24,26,

ETHYL ALCOHOL

IS FOUND ON LISTS: 02,10,11,13,14,17,28,

BENZENE

IS FOUND ON LISTS: 01,02,03,04,05,10,11,12,13,14,17,18,26,28,29,

XYLENE-O

IS FOUND ON LISTS: 01,02,10,11,12,14,15,17,18,26,28,

GASOLINE (GENERIC)

IS FOUND ON LISTS: 04,08,14,15,17,18,20,

THE OSHA AND CHEMICAL HAZARD HANDBOOKS ARE THE ONLY SOURCES FOR THE INFORMATION CONTAINED IN THIS MSDS. THE OSHA AND CHEMICAL HAZARD HANDBOOKS ARE THE ONLY SOURCES FOR THE INFORMATION CONTAINED IN THIS MSDS. THE OSHA AND CHEMICAL HAZARD HANDBOOKS ARE THE ONLY SOURCES FOR THE INFORMATION CONTAINED IN THIS MSDS.

13. ADDITIONAL HEALTH DATA

THE OSHA AND CHEMICAL HAZARD HANDBOOKS ARE THE ONLY SOURCES FOR THE INFORMATION CONTAINED IN THIS MSDS. THE OSHA AND CHEMICAL HAZARD HANDBOOKS ARE THE ONLY SOURCES FOR THE INFORMATION CONTAINED IN THIS MSDS. THE OSHA AND CHEMICAL HAZARD HANDBOOKS ARE THE ONLY SOURCES FOR THE INFORMATION CONTAINED IN THIS MSDS.

ADDITIONAL HEALTH DATA COMMENT:

THIS PRODUCT CONTAINS BENZENE. THE OSHA BENZENE STANDARD (29 CFR 1910.1028) CONTAINS DETAILED REQUIREMENTS FOR TRAINING, EXPOSURE MONITORING, RESPIRATORY PROTECTION AND MEDICAL SURVEILLANCE TRIGGERED BY THE EXPOSURE LEVEL. REFER TO THE OSHA STANDARD BEFORE USING THIS PRODUCT. REPEATED OR PROLONGED BREATHING OF BENZENE VAPORS HAS BEEN ASSOCIATED WITH THE DEVELOPMENT OF CHROMOSOMAL DAMAGE IN EXPERIMENTAL ANIMALS AND VARIOUS BLOOD DISEASES IN HUMANS RANGING FROM APLASTIC ANEMIA TO LEUKEMIA (A FORM OF CANCER). ALL OF THESE DISEASES CAN BE FATAL. NO BIRTH DEFECTS HAVE BEEN SHOWN TO OCCUR IN PREGNANT LABORATORY ANIMALS EXPOSED TO DOSES NOT TOXIC TO THE MOTHER. HOWEVER, SOME EVIDENCE OF FETAL TOXICITY SUCH AS DELAYED PHYSICAL DEVELOPMENT HAS BEEN SEEN AT SUCH LEVELS. THE AVAILABLE INFORMATION ON THE EFFECTS OF BENZENE ON HUMAN PREGNANCIES IS INADEQUATE BUT IT HAS BEEN ESTABLISHED THAT BENZENE CAN CROSS THE HUMAN PLACENTA.

THIS PRODUCT CONTAINS N-HEXANE. PROLONGED OR REPEATED SKIN CONTACT OR BREATHING OF VAPORS MAY CAUSE NERVE DAMAGE CHARACTERIZED BY PROGRESSIVE WEAKNESS AND NUMBNESS IN THE ARMS AND LEGS. RECOVERY RANGES FROM NO RECOVERY TO COMPLETE RECOVERY DEPENDING UPON THE SEVERITY OF THE NERVE DAMAGE.

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THIS PRODUCT CONTAINS TOLUENE. TOLUENE HAS BEEN REPORTED TO DECREASE IMMUNOLOGICAL RESPONSES IN TEST ANIMALS. IT HAS ALSO BEEN REPORTED THAT WHEN YOUNG RATS WERE EXPOSED TO 1800 PPM TOLUENE FOR 14 HOURS DAILY FOR TWO WEEKS, IRREVERSIBLE HEARING LOSS WAS DETECTED. THE SAME DAILY EXPOSURE TO 700 PPM FOR AS LONG AS 16 WEEKS WAS WITHOUT EFFECT. SINCE THE LEVEL NECESSARY TO PRODUCE HEARING LOSS IS GREATER THAN 7 TIMES THE ACGIH TLV-TWA FOR TOLUENE, WORKER EXPOSURES AT OR BELOW 100 PPM IS NOT EXPECTED TO CAUSE ANY ADVERSE EFFECTS. THERE ARE ALSO REPORTS THAT CHRONIC SOLVENT ABUSERS (GLUE SNIFFERS, SOLVENT HUFFERS) WHO DELIBERATELY INHALE HIGH CONCENTRATIONS (SEVERAL THOUSAND PPM) OF TOLUENE FOR PROLONGED PERIODS (UP TO TEN HOURS/DAY) HAVE SUFFERED LIVER, KIDNEY AND BRAIN DAMAGE. TOLUENE

MAY ALSO CAUSE MENTAL AND/OR GROWTH RETARDATION IN THE CHILDREN OF FEMALE SOLVENT ABUSERS WHO DIRECTLY INHALE TOLUENE WHEN THEY ARE PREGNANT. TOLUENE CAUSED GROWTH RETARDATION IN RATS WHEN ADMINISTERED AT DOSES THAT WERE TOXIC TO THE MOTHERS (1500 PPM). CONCENTRATIONS OF UP TO 5000 PPM DID NOT CAUSE BIRTH DEFECTS. THERE WERE NO EFFECTS IN THE OFFSPRING AT DOSES THAT DID NOT INTOXICATE THE PREGNANT RATS. THE EXPOSURE LEVEL AT WHICH NO EFFECTS WERE SEEN (NO OBSERVED EFFECT LEVEL, NOEL) IS 750 PPM. WE RECOMMEND THAT THE PRECAUTIONS OUTLINED IN THIS MSDS BE FOLLOWED TO KEEP TOLUENE CONCENTRATIONS BELOW THE RECOMMENDED EXPOSURE STANDARDS.

THIS PRODUCT CONTAINS XYLENE, A CHEMICAL THAT HAS BEEN REPORTED TO CAUSE DEVELOPMENTAL TOXICITY IN RATS AND MICE EXPOSED BY INHALATION DURING PREGNANCY. THE EFFECTS NOTED CONSISTED OF DELAYED DEVELOPMENT AND MINOR SKELETAL VARIATIONS; ADDITIONALLY, WHEN PREGNANT MICE WERE EXPOSED BY INGESTION TO A LEVEL THAT KILLED NEARLY ONE-THIRD OF THE TEST GROUP, LETHALITY (RESORPTIONS) AND MALFORMATIONS (PRIMARILY CLEFT PALATE) OCCURRED. MALFORMATIONS HAVE NOT BEEN REPORTED FOLLOWING INHALATION EXPOSURE. BECAUSE OF THE VERY HIGH LEVELS OF EXPOSURE USED IN THESE STUDIES, WE DO NOT BELIEVE THAT THEIR RESULTS IMPLY AN INCREASED RISK OF REPRODUCTIVE TOXICITY TO WORKERS EXPOSED TO XYLENE LEVELS AT OR BELOW THE EXPOSURE STANDARD.

XYLENE HAS GIVEN NEGATIVE RESULTS IN SEVERAL MUTAGEN TESTING ASSAYS INCLUDING THE AMES ASSAY. IN A CANCER STUDY SPONSORED BY THE NATIONAL TOXICOLOGY PROGRAM (NTP), TECHNICAL GRADE XYLENE GAVE NO EVIDENCE OF CARCINOGENICITY IN RATS OR MICE DOSED DAILY FOR TWO YEARS.

THIS PRODUCT CAN CONTAIN METHYL TERT BUTYL ETHER (MTBE). MOST MUTAGENICITY DATA ON MTBE, EXCEPT FOR THE IN VITRO MOUSE LYMPHOMA TEST, INDICATE THAT IT IS NOT MUTAGENIC. MTBE CAUSED BIRTH DEFECTS IN MICE EXPOSED TO 8,000 PPM THROUGHOUT PREGNANCY. NO BIRTH DEFECTS WERE OBSERVED IN MICE AT 1,000 PPM OR IN RATS OR RABBITS AT ANY DOSE OF MTBE. THESE RESULTS SUGGEST THAT THE RISK OF BIRTH DEFECTS IN HUMANS FROM MTBE IS NEGLIGIBLE AT THE ANTICIPATED EXPOSURE CONCENTRATIONS.

WHOLE GASOLINE EXHAUST WAS REVIEWED BY THE INTERNATIONAL AGENCY FOR RESEARCH ON CANCER (IARC) IN THEIR MONOGRAPH VOLUME 46 (1989). EVIDENCE FOR CAUSING CANCER WAS CONSIDERED INADEQUATE IN ANIMALS AND INADEQUATE IN HUMANS. IARC PLACED WHOLE GASOLINE EXHAUST IN CATEGORY 2B, CONSIDERING IT POSSIBLY CARCINOGENIC TO HUMANS.

REVISION NUMBER: 2

REVISION DATE: 02/03/93

MSDS NUMBER: 004276

NDA - NO DATA AVAILABLE

NA - NOT APPLICABLE

CHEVRON UNLEADED GASOLINE H/MTBE

PAGE 11 OF 1

THE ABOVE INFORMATION IS BASED ON THE DATA OF WHICH WE ARE AWARE AND IS BELIEVED TO BE CORRECT AS OF THE DATE HEREOF. SINCE THIS INFORMATION MAY BE APPLIED UNDER CONDITIONS BEYOND OUR CONTROL AND WITH WHICH WE MAY BE

UNFAMILIAR AND SINCE DATA MADE AVAILABLE SUBSEQUENT TO THE DATE HEREOF MAY SUGGEST MODIFICATION OF THE INFORMATION, WE DO NOT ASSUME ANY RESPONSIBILITY FOR THE RESULTS OF ITS USE. THIS INFORMATION IS FURNISHED UPON CONDITION THAT THE PERSON RECEIVING IT SHALL MAKE HIS OWN DETERMINATION OF THE SUITABILITY OF THE MATERIAL FOR HIS PARTICULAR PURPOSE.

REVISION NUMBER: 2

REVISION DATE: 02/03/93

MSDS NUMBER: 004276

NDA - NO DATA AVAILABLE

NA - NOT APPLICABLE

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Exhibit 3

Exhibit 6

Shell Defendants' Responses to City of Fresno's First Set of Interrogatories to Defendants
Exhibit B

A	B	C	D	E	F	G	H	I	J	K
LOCATION NO	VALID FROM DATE	VALID TO DATE	LOCATION BRAND NAME	STREET ADDRESS	CITY	STATE	ZIP CODE	COUNTY	PRIMARY BUSINESS OPER DESC	PRIMARY BUSINESS STATUS DESC
1										
2	116131	1998	TEXACO	2407 NORTH FRUIT	FRESNO	CA	93705	FRESNO	OPEN DEALER	ARCHIVED
3	116131	1998	TEXACO	NW CORNER OF FRUIT AND CLINTON	FRESNO	CA	93725	FRESNO	OPEN DEALER	OPEN FOR BUSINESS
4	116131	1998		NW CORNER OF FRUIT AND CLINTON	FRESNO	CA	93725	FRESNO	OPEN DEALER	OPEN FOR BUSINESS
5	116131	1999	TEXACO	2407 NORTH FRUIT	FRESNO	CA	93705	FRESNO	OPEN DEALER	ARCHIVED
6	116131	2000	TEXACO	2407 NORTH FRUIT	FRESNO	CA	93705	FRESNO	OPEN DEALER	ARCHIVED
7	116131	2001	TEXACO	2407 NORTH FRUIT	FRESNO	CA	93705	FRESNO	OPEN DEALER	ARCHIVED
8	116131	2002	TEXACO	2407 NORTH FRUIT	FRESNO	CA	93705	FRESNO	OPEN DEALER	ARCHIVED
9	116131	2003	TEXACO	2407 NORTH FRUIT	FRESNO	CA	93705	FRESNO	OPEN DEALER	ARCHIVED
10	116132	1998	TEXACO	SEC BLACKSTONE AND BARSTOW	FRESNO	CA	93710	FRESNO	OPEN DEALER	OPEN FOR BUSINESS
11	116132	1998		SEC BLACKSTONE AND BARSTOW	FRESNO	CA	93710	FRESNO	OPEN DEALER	OPEN FOR BUSINESS
12	116132	1999	TEXACO	5386 NORTH BLACKSTONE AVENUE	FRESNO	CA	93710	FRESNO	OPEN DEALER	OPEN FOR BUSINESS
13	116132	1999	TEXACO	SEC BLACKSTONE AND BARSTOW	FRESNO	CA	93710	FRESNO	OPEN DEALER	OPEN FOR BUSINESS
14	116132	2000	TEXACO	5386 NORTH BLACKSTONE AVENUE	FRESNO	CA	93710	FRESNO	OPEN DEALER	OPEN FOR BUSINESS
15	116132	2000	TEXACO	5386 NORTH BLACKSTONE AVENUE	FRESNO	CA	93710	FRESNO	OPEN DEALER	OPEN FOR BUSINESS
16	116132	2001	TEXACO	5386 NORTH BLACKSTONE AVENUE	FRESNO	CA	93710	FRESNO	OPEN DEALER	OPEN FOR BUSINESS
17	116132	2002	TEXACO	5386 NORTH BLACKSTONE AVENUE	FRESNO	CA	93710	FRESNO	OPEN DEALER	OPEN FOR BUSINESS
18	116132	2002	TEXACO	5386 NORTH BLACKSTONE AVENUE	FRESNO	CA	93710	FRESNO	OPEN DEALER	OPEN FOR BUSINESS
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Shell Defendants' Responses to City of Fresno's First Set of Interrogatories to Defendants
Exhibit B

A	B	C	D	E	F	G	H	I	J	K
LOCATION NO	VALID FROM DATE	VALID TO DATE	LOCATION BRAND NAME	STREET ADDRESS	CITY	STATE	ZIP CODE	COUNTY	PRIMARY BUSINESS OPER DESC	PRIMARY BUSINESS STATUS DESC
1										
47	116484	2000	TEXACO	3085 EAST CENTRAL AVENUE	FRESNO	CA	93727	FRESNO	OPEN DEALER	OPEN FOR BUSINESS
48	116484	2001	TEXACO	3085 EAST CENTRAL AVENUE	FRESNO	CA	93727	FRESNO	OPEN DEALER	OPEN FOR BUSINESS
49	116484	2002	TEXACO	3085 EAST CENTRAL AVENUE	FRESNO	CA	93725	FRESNO	OPEN DEALER	OPEN FOR BUSINESS
50	116484	2002	TEXACO	3085 EAST CENTRAL AVENUE	FRESNO	CA	93727	FRESNO	OPEN DEALER	OPEN FOR BUSINESS
51	116484	2002	TEXACO	3085 EAST CENTRAL AVENUE	FRESNO	CA	93727	FRESNO	OPEN DEALER	OPEN FOR BUSINESS
52	116484	2003	TEXACO	3085 EAST CENTRAL AVENUE	FRESNO	CA	93725	FRESNO	OPEN DEALER	OPEN FOR BUSINESS
53	116484	2003	TEXACO	3085 EAST CENTRAL AVENUE	FRESNO	CA	93725	FRESNO	OPEN DEALER	OPEN FOR BUSINESS
54	116637	1998	TEXACO	4994 EAST ASHLAN AVENUE	FRESNO	CA	93726	FRESNO	BRANDED WHOLESALE	OPEN FOR BUSINESS
55	116637	1999	TEXACO	4994 EAST ASHLAN AVENUE	FRESNO	CA	93726	FRESNO	BRANDED WHOLESALE	OPEN FOR BUSINESS
56	116637	1999	TEXACO	4994 EAST ASHLAN AVENUE	FRESNO	CA	93726	FRESNO	BRANDED WHOLESALE	OPEN FOR BUSINESS
57	116637	2000	TEXACO	4994 EAST ASHLAN AVENUE	FRESNO	CA	93726	FRESNO	BRANDED WHOLESALE	OPEN FOR BUSINESS
58	116637	2000	TEXACO	4994 EAST ASHLAN AVENUE	FRESNO	CA	93726	FRESNO	BRANDED WHOLESALE	OPEN FOR BUSINESS
59	116637	2001	TEXACO	4994 EAST ASHLAN AVENUE	FRESNO	CA	93726	FRESNO	BRANDED WHOLESALE	OPEN FOR BUSINESS
60	116637	2002	TEXACO	4994 EAST ASHLAN AVENUE	FRESNO	CA	93726	FRESNO	BRANDED WHOLESALE	OPEN FOR BUSINESS
61	116637	2002	TEXACO	4994 EAST ASHLAN AVENUE	FRESNO	CA	93726	FRESNO	BRANDED WHOLESALE	OPEN FOR BUSINESS
62	116637	2003	SHELL	4994 EAST ASHLAN AVENUE	FRESNO	CA	93726	FRESNO	BRANDED WHOLESALE	OPEN FOR BUSINESS
63	116637	2003	TEXACO	4994 EAST ASHLAN AVENUE	FRESNO	CA	93726	FRESNO	BRANDED WHOLESALE	OPEN FOR BUSINESS
64	116637	2003	TEXACO	4994 EAST ASHLAN AVENUE	FRESNO	CA	93726	FRESNO	BRANDED WHOLESALE	OPEN FOR BUSINESS
65	120584	1998	TEXACO	1280 W BELMONT AVE.	FRESNO	CA	93728	FRESNO	OPEN DEALER	OPEN FOR BUSINESS
66	120584	1998	TEXACO	1280 W BELMONT AVE.	FRESNO	CA	93728	FRESNO	OPEN DEALER	OPEN FOR BUSINESS
67	120584	1999	TEXACO	1280 W BELMONT AVE	FRESNO	CA	93728	FRESNO	OPEN DEALER	OPEN FOR BUSINESS
68	120584	1999	TEXACO	1280 W BELMONT AVE.	FRESNO	CA	93728	FRESNO	OPEN DEALER	OPEN FOR BUSINESS
69	120584	2000	TEXACO	1280 W BELMONT AVE	FRESNO	CA	93728	FRESNO	OPEN DEALER	OPEN FOR BUSINESS
70	120584	2000	TEXACO	1280 W BELMONT AVE	FRESNO	CA	93728	FRESNO	OPEN DEALER	OPEN FOR BUSINESS
71	120584	2001	TEXACO	1280 W BELMONT AVE	FRESNO	CA	93728	FRESNO	OPEN DEALER	OPEN FOR BUSINESS
72	120584	2001	TEXACO	1280 W BELMONT AVE	FRESNO	CA	93728	FRESNO	OPEN DEALER	OPEN FOR BUSINESS
73	120584	2001	TEXACO	1280 WEST BELMONT AVENUE	FRESNO	CA	93728	FRESNO	OPEN DEALER	OPEN FOR BUSINESS
74	120584	2002	TEXACO	1280 WEST BELMONT AVENUE	FRESNO	CA	93728	FRESNO	OPEN DEALER	OPEN FOR BUSINESS
75	120584	2002	TEXACO	1280 WEST BELMONT AVENUE	FRESNO	CA	93728	FRESNO	OPEN DEALER	OPEN FOR BUSINESS
76	120584	2003	TEXACO	1280 WEST BELMONT AVENUE	FRESNO	CA	93728	FRESNO	OPEN DEALER	OPEN FOR BUSINESS
77	120584	2003	TEXACO	1280 WEST BELMONT AVENUE	FRESNO	CA	93728	FRESNO	OPEN DEALER	OPEN FOR BUSINESS
78	120633	1998	TEXACO	138 N MAPLE	FRESNO	CA	00000	FRESNO	OPEN DEALER	OPEN FOR BUSINESS
79	120633	1998	TEXACO	138 N MAPLE	FRESNO	CA	00000	FRESNO	OPEN DEALER	OPEN FOR BUSINESS
80	120633	1999	TEXACO	138 N MAPLE	FRESNO	CA	00000	FRESNO	OPEN DEALER	OPEN FOR BUSINESS
81	120633	1999	TEXACO	138 N MAPLE AVENUE	FRESNO	CA	93702	FRESNO	OPEN DEALER	ARCHIVED
82	120633	1999	TEXACO	138 N MAPLE AVENUE	FRESNO	CA	93702	FRESNO	OPEN DEALER	OPEN FOR BUSINESS
83	120633	2000	TEXACO	138 N MAPLE AVENUE	FRESNO	CA	93702	FRESNO	OPEN DEALER	ARCHIVED
84	120633	2001	TEXACO	138 N MAPLE AVENUE	FRESNO	CA	93702	FRESNO	OPEN DEALER	ARCHIVED
85	120633	2002	TEXACO	138 N MAPLE AVENUE	FRESNO	CA	93702	FRESNO	OPEN DEALER	ARCHIVED
86	120633	2003	TEXACO	138 N MAPLE AVENUE	FRESNO	CA	93702	FRESNO	OPEN DEALER	ARCHIVED
87	120700	1998	TEXACO	1536 EAST BELMONT	FRESNO	CA	93728	FRESNO	OPEN DEALER	OPEN FOR BUSINESS
88	120700	1998	TEXACO	1536 EAST BELMONT	FRESNO	CA	93728	FRESNO	OPEN DEALER	OPEN FOR BUSINESS
89	120700	1999	TEXACO	1536 EAST BELMONT	FRESNO	CA	93728	FRESNO	OPEN DEALER	OPEN FOR BUSINESS
90	120700	1999	TEXACO	1536 EAST BELMONT	FRESNO	CA	93728	FRESNO	OPEN DEALER	OPEN FOR BUSINESS
91	120700	2000	TEXACO	1536 EAST BELMONT	FRESNO	CA	93728	FRESNO	OPEN DEALER	OPEN FOR BUSINESS

Shell Defendants' Responses to City of Fresno's First Set of Interrogatories to Defendants
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LOCATION NO	VALID FROM DATE	VALID TO DATE	LOCATION BRAND NAME	STREET ADDRESS	CITY	STATE	ZIP CODE	COUNTY	PRIMARY BUSINESS OPER DESC	PRIMARY BUSINESS STATUS DESC
92 120700	2000	2000	TEXACO	1536 EAST BELMONT	FRESNO	CA	93728	FRESNO	OPEN DEALER	OPEN FOR BUSINESS
93 120700	2001	2001	TEXACO	1536 EAST BELMONT	FRESNO	CA	93728	FRESNO	OPEN DEALER	OPEN FOR BUSINESS
94 120700	2001	2001	TEXACO	1536 EAST BELMONT	FRESNO	CA	93728	FRESNO	OPEN DEALER	OPEN FOR BUSINESS
95 120700	2002	2002	TEXACO	1536 EAST BELMONT	FRESNO	CA	93728	FRESNO	OPEN DEALER	OPEN FOR BUSINESS
96 120700	2002	2002	TEXACO	1536 EAST BELMONT	FRESNO	CA	93728	FRESNO	OPEN DEALER	OPEN FOR BUSINESS
97 120700	2003	2003	TEXACO	1536 EAST BELMONT	FRESNO	CA	93701	FRESNO	OPEN DEALER	OPEN FOR BUSINESS
98 120700	2003	2003	TEXACO	1536 EAST BELMONT	FRESNO	CA	93701	FRESNO	OPEN DEALER	OPEN FOR BUSINESS
99 120700	2003	2003	TEXACO	1536 EAST BELMONT	FRESNO	CA	93728	FRESNO	OPEN DEALER	OPEN FOR BUSINESS
100 120715	1998	1998	TEXACO	1595 FRESNO	FRESNO	CA	93703	FRESNO	LESSEE	CLOSED FOR BUSINESS
101 120715	1998	1998	TEXACO	1595 FRESNO	FRESNO	CA	93703	FRESNO	LESSEE	CLOSED FOR BUSINESS
102 120715	1999	1999	TEXACO	1595 FRESNO	FRESNO	CA	93703	FRESNO	LESSEE	CLOSED FOR BUSINESS
103 120715	2000	2000	TEXACO	1595 FRESNO	FRESNO	CA	93703	FRESNO	LESSEE	CLOSED FOR BUSINESS
104 120715	2001	2001	TEXACO	1595 FRESNO	FRESNO	CA	93703	FRESNO	LESSEE	CLOSED FOR BUSINESS
105 120715	2001	2001	TEXACO	1595 FRESNO	FRESNO	CA	93703	FRESNO	LESSEE	CLOSED FOR BUSINESS
106 120715	2002	2002	TEXACO	1595 FRESNO	FRESNO	CA	93703	FRESNO	LESSEE	CLOSED FOR BUSINESS
107 120715	2002	2002	TEXACO	1595 FRESNO	FRESNO	CA	93703	FRESNO	LESSEE	CLOSED FOR BUSINESS
108 120715	2003	2003	TEXACO	1595 FRESNO	FRESNO	CA	93703	FRESNO	LESSEE	CLOSED FOR BUSINESS
109 120733	1998	1998	TEXACO	1615 NORTH MAPLE	FRESNO	CA	93726	FRESNO	OPEN DEALER	ARCHIVED
110 120733	1998	1998	TEXACO	1615 NORTH MAPLE	FRESNO	CA	93726	FRESNO	OPEN DEALER	ARCHIVED
111 120733	1999	1999	TEXACO	1615 NORTH MAPLE	FRESNO	CA	93726	FRESNO	OPEN DEALER	ARCHIVED
112 120733	2000	2000	TEXACO	1615 NORTH MAPLE	FRESNO	CA	93726	FRESNO	OPEN DEALER	ARCHIVED
113 120733	2001	2001	TEXACO	1615 NORTH MAPLE	FRESNO	CA	93726	FRESNO	OPEN DEALER	ARCHIVED
114 120733	2001	2001	TEXACO	1615 NORTH MAPLE	FRESNO	CA	93726	FRESNO	OPEN DEALER	ARCHIVED
115 120733	2002	2002	TEXACO	1615 NORTH MAPLE	FRESNO	CA	93726	FRESNO	OPEN DEALER	ARCHIVED
116 120733	2003	2003	TEXACO	1615 NORTH MAPLE	FRESNO	CA	93726	FRESNO	OPEN DEALER	ARCHIVED
117 120752	1998	1998	TEXACO	CORNER CHAMPLAIN & PERRIN	FRESNO	CA	93720	FRESNO	OPEN DEALER	OPEN FOR BUSINESS
118 120752	1999	1999	TEXACO	CORNER CHAMPLAIN & PERRIN	FRESNO	CA	93720	FRESNO	OPEN DEALER	ARCHIVED
119 120752	1999	1999	TEXACO	CORNER CHAMPLAIN & PERRIN	FRESNO	CA	93720	FRESNO	OPEN DEALER	ARCHIVED
120 120752	2000	2000	TEXACO	CORNER CHAMPLAIN & PERRIN	FRESNO	CA	93720	FRESNO	OPEN DEALER	ARCHIVED
121 120752	2001	2001	TEXACO	CORNER CHAMPLAIN & PERRIN	FRESNO	CA	93720	FRESNO	OPEN DEALER	ARCHIVED
122 120752	2002	2002	TEXACO	CORNER CHAMPLAIN & PERRIN	FRESNO	CA	93720	FRESNO	OPEN DEALER	ARCHIVED
123 120752	2003	2003	TEXACO	CORNER CHAMPLAIN & PERRIN	FRESNO	CA	93720	FRESNO	OPEN DEALER	ARCHIVED
124 120779	1998	1998	TEXACO	1785 W. SHAW AVE.	FRESNO	CA	93711	FRESNO	OPEN DEALER	OPEN FOR BUSINESS
125 120779	1998	1998	TEXACO	1785 W. SHAW AVE.	FRESNO	CA	93711	FRESNO	OPEN DEALER	OPEN FOR BUSINESS
126 120779	1999	1999	TEXACO	1785 W. SHAW AVE.	FRESNO	CA	93711	FRESNO	OPEN DEALER	OPEN FOR BUSINESS
127 120779	1999	1999	TEXACO	1785 W. SHAW AVE.	FRESNO	CA	93711	FRESNO	OPEN DEALER	OPEN FOR BUSINESS
128 120779	2000	2000	TEXACO	1785 W. SHAW AVE.	FRESNO	CA	93711	FRESNO	OPEN DEALER	OPEN FOR BUSINESS
129 120779	2000	2000	TEXACO	1785 W. SHAW AVE.	FRESNO	CA	93711	FRESNO	OPEN DEALER	OPEN FOR BUSINESS
130 120779	2001	2001	TEXACO	1785 W. SHAW AVE.	FRESNO	CA	93711	FRESNO	OPEN DEALER	ARCHIVED
131 120779	2001	2001	TEXACO	1785 W. SHAW AVE.	FRESNO	CA	93711	FRESNO	OPEN DEALER	OPEN FOR BUSINESS
132 120779	2001	2001	TEXACO	1785 W. SHAW AVE.	FRESNO	CA	93711	FRESNO	OPEN DEALER	OPEN FOR BUSINESS
133 120779	2002	2002	TEXACO	1785 W. SHAW AVE.	FRESNO	CA	93711	FRESNO	OPEN DEALER	ARCHIVED
134 120779	2002	2002	TEXACO	1785 W. SHAW AVE.	FRESNO	CA	93711	FRESNO	OPEN DEALER	ARCHIVED
135 120779	2003	2003	TEXACO	1785 W. SHAW AVE.	FRESNO	CA	93711	FRESNO	OPEN DEALER	ARCHIVED
136 120779	2003	2003	TEXACO	1785 W. SHAW AVE.	FRESNO	CA	93711	FRESNO	OPEN DEALER	ARCHIVED

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LOCATION NO	VALID FROM DATE	VALID TO DATE	LOCATION BRAND NAME	STREET ADDRESS	CITY	STATE	ZIP CODE	COUNTY	PRIMARY BUSINESS OPER DESC	PRIMARY BUSINESS STATUS DESC
1										
137 120953	1998	1998	TEXACO	2330 N FRESNO	FRESNO	CA	93703	FRESNO	LESSEE	CLOSED FOR BUSINESS
138 120953	1998	1998	TEXACO	2330 N FRESNO	FRESNO	CA	93703	FRESNO	LESSEE	CLOSED FOR BUSINESS
139 120953	1999	1999	TEXACO	2330 N FRESNO	FRESNO	CA	93703	FRESNO	LESSEE	CLOSED FOR BUSINESS
140 120953	2000	2000	TEXACO	2330 N FRESNO	FRESNO	CA	93703	FRESNO	LESSEE	CLOSED FOR BUSINESS
141 120953	2001	2001	TEXACO	2330 N FRESNO	FRESNO	CA	93703	FRESNO	LESSEE	CLOSED FOR BUSINESS
142 120953	2001	2001	TEXACO	2330 N FRESNO	FRESNO	CA	93703	FRESNO	LESSEE	CLOSED FOR BUSINESS
143 120953	2002	2002	TEXACO	2330 N FRESNO	FRESNO	CA	93703	FRESNO	LESSEE	CLOSED FOR BUSINESS
144 120953	2002	2002	TEXACO	2330 N FRESNO	FRESNO	CA	93703	FRESNO	LESSEE	CLOSED FOR BUSINESS
145 120953	2003	2003	TEXACO	2330 N FRESNO	FRESNO	CA	93703	FRESNO	LESSEE	CLOSED FOR BUSINESS
146 120981	1999	1999	TEXACO	2407 NORTH FRUIT	FRESNO	CA	93705	FRESNO	OPEN DEALER	OPEN FOR BUSINESS
147 120981	1999	1999	TEXACO	2407 NORTH FRUIT	FRESNO	CA	93705	FRESNO	OPEN DEALER	OPEN FOR BUSINESS
148 120981	2000	2000	TEXACO	2407 NORTH FRUIT	FRESNO	CA	93705	FRESNO	OPEN DEALER	OPEN FOR BUSINESS
149 120981	2000	2000	TEXACO	2407 NORTH FRUIT	FRESNO	CA	93705	FRESNO	OPEN DEALER	OPEN FOR BUSINESS
150 120981	2001	2001	TEXACO	2407 NORTH FRUIT	FRESNO	CA	93705	FRESNO	OPEN DEALER	OPEN FOR BUSINESS
151 120981	2001	2001	TEXACO	2407 NORTH FRUIT AVE	FRESNO	CA	93705	FRESNO	OPEN DEALER	OPEN FOR BUSINESS
152 120981	2002	2002	TEXACO	2407 NORTH FRUIT AVE	FRESNO	CA	93705	FRESNO	OPEN DEALER	OPEN FOR BUSINESS
153 120981	2002	2002	TEXACO	2407 NORTH FRUIT AVE	FRESNO	CA	93705	FRESNO	OPEN DEALER	OPEN FOR BUSINESS
154 120981	2003	2003	TEXACO	2407 NORTH FRUIT AVE	FRESNO	CA	93705	FRESNO	OPEN DEALER	OPEN FOR BUSINESS
155 120981	2003	2003	TEXACO	2407 NORTH FRUIT AVE	FRESNO	CA	93705	FRESNO	OPEN DEALER	OPEN FOR BUSINESS
156 121049	1998	1998	TEXACO	2874 S. CHERRY	FRESNO	CA	93706	FRESNO	OPEN DEALER	ARCHIVED
157 121049	1998	1998	TEXACO	2874 S. CHERRY	FRESNO	CA	93706	FRESNO	OPEN DEALER	OPEN FOR BUSINESS
158 121049	1998	1998	TEXACO	2874 S. CHERRY	FRESNO	CA	93706	FRESNO	OPEN DEALER	OPEN FOR BUSINESS
159 121049	1999	1999	TEXACO	2874 S. CHERRY	FRESNO	CA	93706	FRESNO	OPEN DEALER	ARCHIVED
160 121049	2000	2000	TEXACO	2874 S. CHERRY	FRESNO	CA	93706	FRESNO	OPEN DEALER	ARCHIVED
161 121049	2001	2001	TEXACO	2874 S. CHERRY	FRESNO	CA	93706	FRESNO	OPEN DEALER	ARCHIVED
162 121049	2002	2002	TEXACO	2874 S. CHERRY	FRESNO	CA	93706	FRESNO	OPEN DEALER	ARCHIVED
163 121049	2003	2003	TEXACO	2874 S. CHERRY	FRESNO	CA	93706	FRESNO	OPEN DEALER	ARCHIVED
164 121077	1998	1998	TEXACO	3808 N BLACKSTONE/DAKOTA	FRESNO	CA	93726	FRESNO	SORO	OPEN FOR BUSINESS
165 121077	1998	1998	TEXACO	3808 N BLACKSTONE/DAKOTA	FRESNO	CA	93726	FRESNO	SORO	OPEN FOR BUSINESS
166 121077	1999	1999	TEXACO	3808 N BLACKSTONE AVENUE	FRESNO	CA	93726	FRESNO	SORO	OPEN FOR BUSINESS
167 121077	1999	1999	TEXACO	3808 N BLACKSTONE/DAKOTA	FRESNO	CA	93726	FRESNO	SORO	OPEN FOR BUSINESS
168 121077	2000	2000	TEXACO	3808 N BLACKSTONE AVENUE	FRESNO	CA	93726	FRESNO	SORO	OPEN FOR BUSINESS
169 121077	2000	2000	TEXACO	3808 N BLACKSTONE AVENUE	FRESNO	CA	93726	FRESNO	SORO	OPEN FOR BUSINESS
170 121077	2001	2001	TEXACO	3808 N BLACKSTONE AVENUE	FRESNO	CA	93726	FRESNO	OPEN DEALER	OPEN FOR BUSINESS
171 121077	2001	2001	TEXACO	3808 N BLACKSTONE AVENUE	FRESNO	CA	93726	FRESNO	OPEN DEALER	OPEN FOR BUSINESS
172 121077	2002	2002	TEXACO	3808 N BLACKSTONE AVENUE	FRESNO	CA	93726	FRESNO	OPEN DEALER	OPEN FOR BUSINESS
173 121077	2002	2002	TEXACO	3808 N BLACKSTONE AVENUE	FRESNO	CA	93726	FRESNO	OPEN DEALER	OPEN FOR BUSINESS
174 121077	2002	2002	TEXACO	3808 N BLACKSTONE AVENUE	FRESNO	CA	93726	FRESNO	OPEN DEALER	OPEN FOR BUSINESS
175 121077	2003	2003	TEXACO	3808 N BLACKSTONE AVENUE	FRESNO	CA	93726	FRESNO	OPEN DEALER	OPEN FOR BUSINESS
176 121077	2003	2003	TEXACO	3808 N BLACKSTONE AVENUE	FRESNO	CA	93726	FRESNO	OPEN DEALER	OPEN FOR BUSINESS
177 121081	1998	1998	TEXACO	3089 E. TULARE ST	FRESNO	CA	93702	FRESNO	SORO	OPEN FOR BUSINESS
178 121081	1998	1998	TEXACO	3089 E. TULARE ST	FRESNO	CA	93702	FRESNO	SORO	OPEN FOR BUSINESS
179 121081	1999	1999	TEXACO	3089 E. TULARE ST	FRESNO	CA	93702	FRESNO	SORO	OPEN FOR BUSINESS
180 121081	1999	1999	TEXACO	3089 E. TULARE ST	FRESNO	CA	93702	FRESNO	SORO	OPEN FOR BUSINESS
181 121081	2000	2000	TEXACO	3089 E. TULARE ST	FRESNO	CA	93702	FRESNO	CORO	OPEN FOR BUSINESS

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LOCATION NO	VALID FROM DATE	VALID TO DATE	LOCATION BRAND NAME	STREET ADDRESS	CITY	STATE	ZIP CODE	COUNTY	PRIMARY BUSINESS OPER DESC	PRIMARY BUSINESS STATUS DESC
182 121081	2000	2000	TEXACO	3089 E TULARE ST	FRESNO	CA	93702	FRESNO	SORO	OPEN FOR BUSINESS
183 121081	2000	2000	TEXACO	3089 E TULARE ST	FRESNO	CA	93702	FRESNO	SORO	OPEN FOR BUSINESS
184 121081	2001	2001	TEXACO	3089 E TULARE ST	FRESNO	CA	93702	FRESNO	SORO	OPEN FOR BUSINESS
185 121081	2001	2001	TEXACO	3089 E TULARE ST	FRESNO	CA	93702	FRESNO	SORO	OPEN FOR BUSINESS
186 121081	2001	2001	TEXACO	3089 EAST TULARE ST	FRESNO	CA	93702	FRESNO	SORO	OPEN FOR BUSINESS
187 121081	2001	2001	TEXACO	3089 EAST TULARE STREET	FRESNO	CA	93702	FRESNO	SORO	OPEN FOR BUSINESS
188 121081	2002	2002	TEXACO	3089 EAST TULARE STREET	FRESNO	CA	93702	FRESNO	SORO	OPEN FOR BUSINESS
189 121081	2002	2002	TEXACO	3089 EAST TULARE STREET	FRESNO	CA	93702	FRESNO	SORO	OPEN FOR BUSINESS
190 121081	2003	2003	TEXACO	3089 EAST TULARE STREET	FRESNO	CA	93702	FRESNO	SORO	OPEN FOR BUSINESS
191 121081	2003	2003	TEXACO	3089 EAST TULARE STREET	FRESNO	CA	93702	FRESNO	SORO	OPEN FOR BUSINESS
192 121168	1998	1998	TEXACO	3464 E VENTURA	FRESNO	CA	93702	FRESNO	SORO	OPEN FOR BUSINESS
193 121168	1998	1998	TEXACO	3464 E VENTURA	FRESNO	CA	93702	FRESNO	SORO	OPEN FOR BUSINESS
194 121168	1999	1999	TEXACO	3464 E VENTURA	FRESNO	CA	93702	FRESNO	SORO	OPEN FOR BUSINESS
195 121168	1999	1999	TEXACO	3464 E VENTURA	FRESNO	CA	93702	FRESNO	SORO	OPEN FOR BUSINESS
196 121168	2000	2000	TEXACO	3464 E VENTURA	FRESNO	CA	93702	FRESNO	SORO	OPEN FOR BUSINESS
197 121168	2000	2000	TEXACO	3464 E VENTURA	FRESNO	CA	93702	FRESNO	SORO	OPEN FOR BUSINESS
198 121168	2001	2001	TEXACO	3464 E VENTURA	FRESNO	CA	93702	FRESNO	SORO	CLOSED FOR BUSINESS
199 121168	2001	2001	TEXACO	3464 E VENTURA	FRESNO	CA	93702	FRESNO	SORO	CLOSED FOR BUSINESS
200 121168	2001	2001	TEXACO	3464 E VENTURA	FRESNO	CA	93702	FRESNO	SORO	CLOSED FOR BUSINESS
201 121168	2002	2002	TEXACO	3464 E VENTURA	FRESNO	CA	93702	FRESNO	SORO	CLOSED FOR BUSINESS
202 121168	2002	2002	TEXACO	3464 E VENTURA	FRESNO	CA	93702	FRESNO	SORO	CLOSED FOR BUSINESS
203 121168	2003	2003	TEXACO	3464 E VENTURA	FRESNO	CA	93702	FRESNO	SORO	CLOSED FOR BUSINESS
204 121204	2001	2001		394 EAST OLIVE	FRESNO	CA	93728	FRESNO	OPEN DEALER	ARCHIVED
205 121204	2002	2002		394 EAST OLIVE	FRESNO	CA	93728	FRESNO	OPEN DEALER	ARCHIVED
206 121204	2003	2003		394 EAST OLIVE	FRESNO	CA	93728	FRESNO	OPEN DEALER	ARCHIVED
207 121221	2001	2001		4025 SOUTH CHESTNUT AVENUE	FRESNO	CA	93725	FRESNO	OPEN DEALER	ARCHIVED
208 121221	2002	2002		4025 SOUTH CHESTNUT AVENUE	FRESNO	CA	93725	FRESNO	OPEN DEALER	ARCHIVED
209 121221	2003	2003		4025 SOUTH CHESTNUT AVENUE	FRESNO	CA	93725	FRESNO	OPEN DEALER	ARCHIVED
210 121237	1998	1998	TEXACO	4201 E SHIELDS AVE	FRESNO	CA	93726	FRESNO	OPEN DEALER	ARCHIVED
211 121237	1998	1998	TEXACO	4201 E SHIELDS AVE	FRESNO	CA	93726	FRESNO	OPEN DEALER	OPEN FOR BUSINESS
212 121237	1998	1998		4201 E SHIELDS AVE	FRESNO	CA	93726	FRESNO	OPEN DEALER	OPEN FOR BUSINESS
213 121237	1999	1999	TEXACO	4201 E SHIELDS AVE	FRESNO	CA	93726	FRESNO	OPEN DEALER	ARCHIVED
214 121237	2000	2000	TEXACO	4201 E SHIELDS AVE	FRESNO	CA	93726	FRESNO	OPEN DEALER	ARCHIVED
215 121237	2001	2001	TEXACO	4201 E SHIELDS AVE	FRESNO	CA	93726	FRESNO	OPEN DEALER	ARCHIVED
216 121237	2002	2002	TEXACO	4201 E SHIELDS AVE	FRESNO	CA	93726	FRESNO	OPEN DEALER	ARCHIVED
217 121237	2003	2003	TEXACO	4201 E SHIELDS AVE	FRESNO	CA	93726	FRESNO	OPEN DEALER	ARCHIVED
218 121243	1998	1998	TEXACO	4245 N CEDAR	FRESNO	CA	93703	FRESNO	OPEN DEALER	OPEN FOR BUSINESS
219 121243	1998	1998		4245 N CEDAR	FRESNO	CA	93703	FRESNO	OPEN DEALER	OPEN FOR BUSINESS
220 121243	1999	1999	TEXACO	4245 N CEDAR	FRESNO	CA	93703	FRESNO	OPEN DEALER	ARCHIVED
221 121243	1999	1999	TEXACO	4245 N CEDAR	FRESNO	CA	93703	FRESNO	OPEN DEALER	ARCHIVED
222 121243	1999	1999	TEXACO	4245 N CEDAR	FRESNO	CA	93703	FRESNO	OPEN DEALER	OPEN FOR BUSINESS
223 121243	2000	2000	TEXACO	4245 N CEDAR	FRESNO	CA	93703	FRESNO	OPEN DEALER	ARCHIVED
224 121243	2001	2001	TEXACO	4245 N CEDAR	FRESNO	CA	93703	FRESNO	OPEN DEALER	ARCHIVED
225 121243	2002	2002	TEXACO	4245 N CEDAR	FRESNO	CA	93703	FRESNO	OPEN DEALER	ARCHIVED
226 121243	2002	2002	TEXACO	4245 N CEDAR AVENUE	FRESNO	CA	93703	FRESNO	OPEN DEALER	ARCHIVED

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LOCATION NO	VALID FROM DATE	VALID TO DATE	LOCATION BRAND NAME	STREET ADDRESS	CITY	STATE	ZIP CODE	COUNTY	PRIMARY BUSINESS OPER DESC	PRIMARY BUSINESS STATUS DESC
227 121243	2003	2003	TEXACO	4245 N CEDAR AVENUE	FRESNO	CA	93703	FRESNO	OPEN DEALER	ARCHIVED
228 121309	1998	1998	TEXACO	4805 E SHIELDS	FRESNO	CA	93726	FRESNO	OPEN DEALER	OPEN FOR BUSINESS
229 121309	1998	1998	TEXACO	4805 E SHIELDS	FRESNO	CA	93726	FRESNO	OPEN DEALER	OPEN FOR BUSINESS
230 121309	1999	1999	TEXACO	4805 E SHIELDS	FRESNO	CA	93726	FRESNO	OPEN DEALER	OPEN FOR BUSINESS
231 121309	1999	1999	TEXACO	4805 E SHIELDS	FRESNO	CA	93726	FRESNO	OPEN DEALER	OPEN FOR BUSINESS
232 121309	2000	2000	TEXACO	4805 E SHIELDS	FRESNO	CA	93726	FRESNO	OPEN DEALER	OPEN FOR BUSINESS
233 121309	2000	2000	TEXACO	4805 E SHIELDS	FRESNO	CA	93726	FRESNO	OPEN DEALER	OPEN FOR BUSINESS
234 121309	2001	2001	TEXACO	4805 E SHIELDS	FRESNO	CA	93726	FRESNO	OPEN DEALER	OPEN FOR BUSINESS
235 121309	2001	2001	TEXACO	4805 E SHIELDS	FRESNO	CA	93726	FRESNO	OPEN DEALER	OPEN FOR BUSINESS
236 121309	2001	2001	TEXACO	4805 E SHIELDS	FRESNO	CA	93726	FRESNO	OPEN DEALER	OPEN FOR BUSINESS
237 121309	2002	2002	TEXACO	4805 EAST SHIELDS	FRESNO	CA	93726	FRESNO	OPEN DEALER	OPEN FOR BUSINESS
238 121309	2002	2002	TEXACO	4805 EAST SHIELDS	FRESNO	CA	93726	FRESNO	OPEN DEALER	OPEN FOR BUSINESS
239 121309	2003	2003	TEXACO	4805 E SHIELDS	FRESNO	CA	93726	FRESNO	OPEN DEALER	OPEN FOR BUSINESS
240 121309	2003	2003	TEXACO	4805 EAST SHIELDS	FRESNO	CA	93726	FRESNO	OPEN DEALER	OPEN FOR BUSINESS
241 121377	1998	1998	TEXACO	5316 W SHAW HWY 99	FRESNO	CA	93705	FRESNO	SORO	OPEN FOR BUSINESS
242 121377	1998	1998	TEXACO	5316 W SHAW HWY 99	FRESNO	CA	93705	FRESNO	SORO	OPEN FOR BUSINESS
243 121377	1999	1999	TEXACO	5316 W SHAW HWY 99	FRESNO	CA	93705	FRESNO	SORO	OPEN FOR BUSINESS
244 121377	1999	1999	TEXACO	5316 W SHAW HWY 99	FRESNO	CA	93705	FRESNO	SORO	OPEN FOR BUSINESS
245 121377	1999	1999	TEXACO	5316 W SHAW HWY 99	FRESNO	CA	93705	FRESNO	SORO	OPEN FOR BUSINESS
246 121377	2000	2000	TEXACO	5316 W SHAW	FRESNO	CA	93705	FRESNO	SORO	OPEN FOR BUSINESS
247 121377	2000	2000	TEXACO	5316 W SHAW AVENUE	FRESNO	CA	93705	FRESNO	SORO	OPEN FOR BUSINESS
248 121377	2000	2000	TEXACO	5316 W SHAW AVENUE	FRESNO	CA	93705	FRESNO	SORO	OPEN FOR BUSINESS
249 121377	2001	2001	TEXACO	5316 W SHAW AVENUE	FRESNO	CA	93705	FRESNO	SORO	OPEN FOR BUSINESS
250 121377	2001	2001	TEXACO	5316 W SHAW AVENUE	FRESNO	CA	93705	FRESNO	SORO	OPEN FOR BUSINESS
251 121377	2001	2001	TEXACO	5316 WEST SHAW AVENUE	FRESNO	CA	93705	FRESNO	SORO	OPEN FOR BUSINESS
252 121377	2002	2002	TEXACO	5316 WEST SHAW AVENUE	FRESNO	CA	93705	FRESNO	SORO	OPEN FOR BUSINESS
253 121377	2002	2002	TEXACO	5316 WEST SHAW AVENUE	FRESNO	CA	93705	FRESNO	SORO	OPEN FOR BUSINESS
254 121377	2003	2003	TEXACO	5316 W SHAW AVENUE	FRESNO	CA	93722	FRESNO	CORO	OPEN FOR BUSINESS
255 121377	2003	2003	TEXACO	5316 WEST SHAW AVENUE	FRESNO	CA	93705	FRESNO	CORO	OPEN FOR BUSINESS
256 121402	2001	2001	TEXACO	1275 WEST SHAW	FRESNO	CA	93711	FRESNO	OPEN DEALER	ARCHIVED
257 121402	2002	2002	TEXACO	1275 WEST SHAW	FRESNO	CA	93711	FRESNO	OPEN DEALER	ARCHIVED
258 121402	2003	2003	TEXACO	1275 WEST SHAW	FRESNO	CA	93711	FRESNO	OPEN DEALER	ARCHIVED
259 121418	1998	1998	TEXACO	5756 N. FIRST STREET	FRESNO	CA	93706	FRESNO	SORO	OPEN FOR BUSINESS
260 121418	1998	1998	TEXACO	5756 N. FIRST STREET	FRESNO	CA	93706	FRESNO	SORO	OPEN FOR BUSINESS
261 121418	1999	1999	TEXACO	5756 N. FIRST STREET	FRESNO	CA	93706	FRESNO	SORO	OPEN FOR BUSINESS
262 121418	1999	1999	TEXACO	5756 N. FIRST STREET	FRESNO	CA	93706	FRESNO	SORO	OPEN FOR BUSINESS
263 121418	2000	2000	TEXACO	5756 N. FIRST STREET	FRESNO	CA	93706	FRESNO	SORO	OPEN FOR BUSINESS
264 121418	2000	2000	TEXACO	5756 N. FIRST STREET	FRESNO	CA	93706	FRESNO	SORO	OPEN FOR BUSINESS
265 121418	2000	2000	TEXACO	5756 N. FIRST STREET	FRESNO	CA	93706	FRESNO	SORO	OPEN FOR BUSINESS
266 121418	2001	2001	TEXACO	5756 N. FIRST STREET	FRESNO	CA	93706	FRESNO	SORO	OPEN FOR BUSINESS
267 121418	2001	2001	TEXACO	5756 N. FIRST STREET	FRESNO	CA	93706	FRESNO	SORO	OPEN FOR BUSINESS
268 121418	2001	2001	TEXACO	5756 NORTH FIRST STREET	FRESNO	CA	93706	FRESNO	CORO	OPEN FOR BUSINESS
269 121418	2002	2002	TEXACO	5756 NORTH FIRST STREET	FRESNO	CA	93706	FRESNO	CORO	OPEN FOR BUSINESS
270 121418	2002	2002	TEXACO	5756 NORTH FIRST STREET	FRESNO	CA	93706	FRESNO	CORO	OPEN FOR BUSINESS
271 121418	2003	2003	TEXACO	5756 NORTH FIRST STREET	FRESNO	CA	93706	FRESNO	CORO	OPEN FOR BUSINESS

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1										
272 121418	2003	2003	TEXACO	5756 NORTH FIRST STREET	FRESNO	CA	93706	FRESNO	CORO	OPEN FOR BUSINESS
273 121419	1998	1998	TEXACO	5783 N PALM AVE.	FRESNO	CA	93704	FRESNO	SORO	OPEN FOR BUSINESS
274 121419	1998	1998	TEXACO	5783 N PALM AVE.	FRESNO	CA	93704	FRESNO	SORO	OPEN FOR BUSINESS
275 121419	1999	1999	TEXACO	5783 N PALM AVE.	FRESNO	CA	93704	FRESNO	SORO	OPEN FOR BUSINESS
276 121419	1999	1999	TEXACO	5783 N PALM AVE.	FRESNO	CA	93704	FRESNO	SORO	OPEN FOR BUSINESS
277 121419	2000	2000	TEXACO	5783 N PALM AVE.	FRESNO	CA	93704	FRESNO	SORO	OPEN FOR BUSINESS
278 121419	2000	2000	TEXACO	5783 N PALM AVE.	FRESNO	CA	93704	FRESNO	SORO	OPEN FOR BUSINESS
279 121419	2001	2001	TEXACO	5783 N PALM AVE.	FRESNO	CA	93704	FRESNO	SORO	CLOSED FOR BUSINESS
280 121419	2001	2001	TEXACO	5783 N PALM AVE.	FRESNO	CA	93704	FRESNO	SORO	CLOSED FOR BUSINESS
281 121419	2001	2001	TEXACO	5783 N PALM AVE.	FRESNO	CA	93704	FRESNO	SORO	OPEN FOR BUSINESS
282 121419	2002	2002	TEXACO	5783 N PALM AVE.	FRESNO	CA	93704	FRESNO	SORO	CLOSED FOR BUSINESS
283 121419	2002	2002	TEXACO	5783 N PALM AVE.	FRESNO	CA	93704	FRESNO	SORO	CLOSED FOR BUSINESS
284 121419	2003	2003	TEXACO	5783 N PALM AVE.	FRESNO	CA	93704	FRESNO	SORO	CLOSED FOR BUSINESS
285 121488	1998	1998	TEXACO	6735 N GOLDEN STATE BLVD	FRESNO	CA	93734	FRESNO	OPEN DEALER	OPEN FOR BUSINESS
286 121488	1998	1998	TEXACO	6735 N GOLDEN STATE BLVD	FRESNO	CA	93734	FRESNO	OPEN DEALER	OPEN FOR BUSINESS
287 121488	1999	1999	TEXACO	6735 N GOLDEN STATE BLVD	FRESNO	CA	93734	FRESNO	OPEN DEALER	OPEN FOR BUSINESS
288 121488	1999	1999	TEXACO	6735 N GOLDEN STATE BLVD	FRESNO	CA	93734	FRESNO	OPEN DEALER	OPEN FOR BUSINESS
289 121488	2000	2000	TEXACO	6735 N GOLDEN STATE BLVD	FRESNO	CA	93734	FRESNO	OPEN DEALER	OPEN FOR BUSINESS
290 121488	2000	2000	TEXACO	6735 N GOLDEN STATE BLVD	FRESNO	CA	93734	FRESNO	OPEN DEALER	OPEN FOR BUSINESS
291 121488	2001	2001	TEXACO	6735 N GOLDEN STATE BLVD	FRESNO	CA	93734	FRESNO	OPEN DEALER	OPEN FOR BUSINESS
292 121488	2001	2001	TEXACO	6735 N GOLDEN STATE BLVD	FRESNO	CA	93734	FRESNO	OPEN DEALER	OPEN FOR BUSINESS
293 121488	2001	2001	TEXACO	6735 N GOLDEN STATE BLVD	FRESNO	CA	93722	FRESNO	OPEN DEALER	OPEN FOR BUSINESS
294 121488	2002	2002	TEXACO	6735 NORTH GOLDEN STATE BLVD	FRESNO	CA	93722	FRESNO	CORO	OPEN FOR BUSINESS
295 121488	2002	2002	TEXACO	6735 NORTH GOLDEN STATE BLVD	FRESNO	CA	93722	FRESNO	CORO	OPEN FOR BUSINESS
296 121488	2003	2003	TEXACO	6735 NORTH GOLDEN STATE BLVD	FRESNO	CA	93722	FRESNO	CORO	OPEN FOR BUSINESS
297 121488	2003	2003	TEXACO	6735 NORTH GOLDEN STATE BLVD	FRESNO	CA	93722	FRESNO	CORO	OPEN FOR BUSINESS
298 121525	1998	1998	TEXACO	7216 NORTH BLACKSTONE	FRESNO	CA	93710	FRESNO	OPEN DEALER	OPEN FOR BUSINESS
299 121525	1999	1999	TEXACO	7216 NORTH BLACKSTONE	FRESNO	CA	93710	FRESNO	OPEN DEALER	OPEN FOR BUSINESS
300 121525	1999	1999	TEXACO	7216 NORTH BLACKSTONE	FRESNO	CA	93710	FRESNO	OPEN DEALER	OPEN FOR BUSINESS
301 121525	1999	1999	TEXACO	7216 NORTH BLACKSTONE	FRESNO	CA	93710	FRESNO	OPEN DEALER	OPEN FOR BUSINESS
302 121525	2000	2000	TEXACO	7216 NORTH BLACKSTONE	FRESNO	CA	93710	FRESNO	OPEN DEALER	OPEN FOR BUSINESS
303 121525	2000	2000	TEXACO	7216 NORTH BLACKSTONE	FRESNO	CA	93710	FRESNO	OPEN DEALER	OPEN FOR BUSINESS
304 121525	2001	2001	TEXACO	7216 NORTH BLACKSTONE	FRESNO	CA	93710	FRESNO	OPEN DEALER	ARCHIVED
305 121525	2001	2001	TEXACO	7216 NORTH BLACKSTONE	FRESNO	CA	93710	FRESNO	OPEN DEALER	OPEN FOR BUSINESS
306 121525	2002	2002	TEXACO	7216 NORTH BLACKSTONE	FRESNO	CA	93710	FRESNO	OPEN DEALER	ARCHIVED
307 121525	2003	2003	TEXACO	7216 NORTH BLACKSTONE	FRESNO	CA	93710	FRESNO	OPEN DEALER	ARCHIVED
308 121746	1998	1998	TEXACO	1016 W SHAW AVE.	FRESNO	CA	93704	FRESNO	SORO	OPEN FOR BUSINESS
309 121746	1998	1998	TEXACO	1016 W SHAW AVE.	FRESNO	CA	93704	FRESNO	SORO	OPEN FOR BUSINESS
310 121746	1999	1999	TEXACO	1016 W SHAW AVE.	FRESNO	CA	93704	FRESNO	SORO	OPEN FOR BUSINESS
311 121746	1999	1999	TEXACO	1016 W SHAW AVE.	FRESNO	CA	93704	FRESNO	SORO	OPEN FOR BUSINESS
312 121746	2000	2000	TEXACO	1016 W SHAW AVE.	FRESNO	CA	93704	FRESNO	SORO	OPEN FOR BUSINESS
313 121746	2000	2000	TEXACO	1016 W SHAW AVE.	FRESNO	CA	93704	FRESNO	SORO	OPEN FOR BUSINESS
314 121746	2000	2000	TEXACO	1016 W SHAW AVE.	FRESNO	CA	93704	FRESNO	SORO	OPEN FOR BUSINESS
315 121746	2001	2001	TEXACO	1016 W SHAW AVE.	FRESNO	CA	93704	FRESNO	CORO	OPEN FOR BUSINESS
316 121746	2001	2001	TEXACO	1016 W SHAW AVE.	FRESNO	CA	93704	FRESNO	CORO	OPEN FOR BUSINESS

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1										
317 121746	2001	2001	TEXACO	1016 WEST SHAW AVENUE	FRESNO	CA	93704	FRESNO	CORO	OPEN FOR BUSINESS
318 121746	2002	2002	TEXACO	1016 WEST SHAW AVENUE	FRESNO	CA	93704	FRESNO	CORO	OPEN FOR BUSINESS
319 121746	2002	2002	TEXACO	1016 WEST SHAW AVENUE	FRESNO	CA	93704	FRESNO	CORO	OPEN FOR BUSINESS
320 121746	2003	2003	TEXACO	1016 WEST SHAW AVENUE	FRESNO	CA	93704	FRESNO	CORO	OPEN FOR BUSINESS
321 121746	2003	2003	TEXACO	1016 WEST SHAW AVENUE	FRESNO	CA	93704	FRESNO	CORO	OPEN FOR BUSINESS
322 121776	1998	1998	TEXACO	2619 SOUTH EAST AVENUE	FRESNO	CA	93706	FRESNO	OPEN DEALER	OPEN FOR BUSINESS
323 121776	1998	1998	TEXACO	2619 SOUTH EAST AVENUE	FRESNO	CA	93706	FRESNO	OPEN DEALER	OPEN FOR BUSINESS
324 121776	1999	1999	TEXACO	2619 SOUTH EAST AVENUE	FRESNO	CA	93706	FRESNO	OPEN DEALER	OPEN FOR BUSINESS
325 121776	1999	1999	TEXACO	2619 SOUTH EAST AVENUE	FRESNO	CA	93706	FRESNO	OPEN DEALER	OPEN FOR BUSINESS
326 121776	2000	2000	TEXACO	2619 SOUTH EAST AVENUE	FRESNO	CA	93706	FRESNO	OPEN DEALER	OPEN FOR BUSINESS
327 121776	2000	2000	TEXACO	2619 SOUTH EAST AVENUE	FRESNO	CA	93706	FRESNO	OPEN DEALER	OPEN FOR BUSINESS
328 121776	2001	2001	TEXACO	2619 SOUTH EAST AVENUE	FRESNO	CA	93706	FRESNO	OPEN DEALER	OPEN FOR BUSINESS
329 121776	2001	2001	TEXACO	2619 SOUTH EAST AVENUE	FRESNO	CA	93706	FRESNO	OPEN DEALER	OPEN FOR BUSINESS
330 121776	2002	2002	TEXACO	2619 SOUTH EAST AVENUE	FRESNO	CA	93706	FRESNO	OPEN DEALER	OPEN FOR BUSINESS
331 121776	2002	2002	TEXACO	2619 SOUTH EAST AVENUE	FRESNO	CA	93706	FRESNO	OPEN DEALER	OPEN FOR BUSINESS
332 121776	2003	2003	TEXACO	2619 SOUTH EAST AVENUE	FRESNO	CA	93706	FRESNO	OPEN DEALER	OPEN FOR BUSINESS
333 121776	2003	2003	TEXACO	2619 SOUTH EAST AVENUE	FRESNO	CA	93706	FRESNO	OPEN DEALER	OPEN FOR BUSINESS
334 121793	1998	1998	TEXACO	4090 S. CHESTNUT	FRESNO	CA	93727	FRESNO	OPEN DEALER	ARCHIVED
335 121793	1998	1998	TEXACO	4090 S. CHESTNUT	FRESNO	CA	93727	FRESNO	OPEN DEALER	OPEN FOR BUSINESS
336 121793	1998	1998	TEXACO	4090 S. CHESTNUT	FRESNO	CA	93727	FRESNO	OPEN DEALER	OPEN FOR BUSINESS
337 121793	1999	1999	TEXACO	4090 S. CHESTNUT	FRESNO	CA	93727	FRESNO	OPEN DEALER	ARCHIVED
338 121793	1999	1999	TEXACO	4090 SOUTH CHESTNUT AVENUE	FRESNO	CA	93727	FRESNO	OPEN DEALER	ARCHIVED
339 121793	2000	2000	TEXACO	4090 SOUTH CHESTNUT AVENUE	FRESNO	CA	93727	FRESNO	OPEN DEALER	ARCHIVED
340 121793	2001	2001	TEXACO	4090 SOUTH CHESTNUT AVENUE	FRESNO	CA	93727	FRESNO	OPEN DEALER	ARCHIVED
341 121793	2002	2002	TEXACO	4090 SOUTH CHESTNUT AVENUE	FRESNO	CA	93727	FRESNO	OPEN DEALER	ARCHIVED
342 121793	2003	2003	TEXACO	4090 SOUTH CHESTNUT AVENUE	FRESNO	CA	93727	FRESNO	OPEN DEALER	ARCHIVED
343 121794	1998	1998	TEXACO	4149 NORTH CLOVIS AVENUE	FRESNO	CA	93727	FRESNO	OPEN DEALER	ARCHIVED
344 121794	1998	1998		4149 N CLOVIS AVE	FRESNO	CA	93727	FRESNO	OPEN DEALER	ARCHIVED
345 121794	1998	1998		4149 N CLOVIS AVE	FRESNO	CA	93727	FRESNO	OPEN DEALER	ARCHIVED
346 121794	1998	1998		4149 NORTH CLOVIS AVENUE	FRESNO	CA	93727	FRESNO	OPEN DEALER	ARCHIVED
347 121794	1999	1999	TEXACO	4149 NORTH CLOVIS AVENUE	FRESNO	CA	93727	FRESNO	OPEN DEALER	ARCHIVED
348 121794	1999	1999	TEXACO	4149 NORTH CLOVIS AVENUE	FRESNO	CA	93727	FRESNO	OPEN DEALER	ARCHIVED
349 121794	2000	2000	TEXACO	4149 NORTH CLOVIS AVENUE	FRESNO	CA	93727	FRESNO	OPEN DEALER	ARCHIVED
350 121794	2001	2001	TEXACO	4149 NORTH CLOVIS AVENUE	FRESNO	CA	93727	FRESNO	OPEN DEALER	ARCHIVED
351 121794	2002	2002	TEXACO	4149 NORTH CLOVIS AVENUE	FRESNO	CA	93727	FRESNO	OPEN DEALER	ARCHIVED
352 121794	2003	2003	TEXACO	4149 NORTH CLOVIS AVENUE	FRESNO	CA	93727	FRESNO	OPEN DEALER	ARCHIVED
353 121853	1998	1998	TEXACO	1410 W VENTURA	FRESNO	CA	93706	FRESNO	LESSEE	ARCHIVED
354 121853	1998	1998		1410 W VENTURA	FRESNO	CA	93706	FRESNO	LESSEE	ARCHIVED
355 121853	1999	1999	TEXACO	1410 W VENTURA	FRESNO	CA	93706	FRESNO	LESSEE	ARCHIVED
356 121853	2000	2000	TEXACO	1410 W VENTURA	FRESNO	CA	93706	FRESNO	LESSEE	ARCHIVED
357 121853	2001	2001	TEXACO	1410 W VENTURA	FRESNO	CA	93706	FRESNO	LESSEE	ARCHIVED
358 121853	2002	2002	TEXACO	1410 W VENTURA	FRESNO	CA	93706	FRESNO	LESSEE	ARCHIVED
359 121853	2003	2003	TEXACO	1410 W VENTURA	FRESNO	CA	93706	FRESNO	LESSEE	ARCHIVED
360 124005	1998	1998	TEXACO	1506 VAN NESS AVE	FRESNO	CA	93721	FRESNO	BRANDED WHOLESALE	OPEN FOR BUSINESS
361 124005	1998	1998		1506 VAN NESS AVE	FRESNO	CA	93721	FRESNO	BRANDED WHOLESALE	OPEN FOR BUSINESS

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LOCATION NO	VALID FROM DATE	VALID TO DATE	LOCATION BRAND NAME	STREET ADDRESS	CITY	STATE	ZIP CODE	COUNTY	PRIMARY BUSINESS OPER DESC	PRIMARY BUSINESS STATUS DESC
362 124005	1998	1998		1505 VAN NESS AVE	FRESNO	CA	93721	FRESNO	BRANDED WHOLESAL	ARCHIVED
363 124005	1999	1999	TEXACO	1505 VAN NESS AVE	FRESNO	CA	93721	FRESNO	BRANDED WHOLESAL	ARCHIVED
364 124005	1999	1999	TEXACO	1505 VAN NESS AVE	FRESNO	CA	93721	FRESNO	BRANDED WHOLESAL	ARCHIVED
365 124005	1999	1999	TEXACO	1505 VAN NESS AVE	FRESNO	CA	93721	FRESNO	BRANDED WHOLESAL	OPEN FOR BUSINESS
366 124005	2000	2000	TEXACO	1505 VAN NESS AVE	FRESNO	CA	93721	FRESNO	BRANDED WHOLESAL	ARCHIVED
367 124005	2001	2001	TEXACO	1505 VAN NESS AVE	FRESNO	CA	93721	FRESNO	BRANDED WHOLESAL	ARCHIVED
368 124005	2002	2002	TEXACO	1505 VAN NESS AVE	FRESNO	CA	93721	FRESNO	BRANDED WHOLESAL	ARCHIVED
369 124005	2003	2003	TEXACO	1505 VAN NESS AVE	FRESNO	CA	93721	FRESNO	BRANDED WHOLESAL	ARCHIVED
370 124198	1998	1998	TEXACO	4205 EAST OLIVE AVE	FRESNO	CA	93703	FRESNO	BRANDED WHOLESAL	OPEN FOR BUSINESS
371 124198	1998	1998		4205 EAST OLIVE AVE	FRESNO	CA	93703	FRESNO	BRANDED WHOLESAL	OPEN FOR BUSINESS
372 124198	1998	1998		4205 EAST OLIVE AVE	FRESNO	CA	93703	FRESNO	BRANDED WHOLESAL	
373 124198	1999	1999	TEXACO	4205 EAST OLIVE AVE	FRESNO	CA	93703	FRESNO	BRANDED WHOLESAL	OPEN FOR BUSINESS
374 124198	1999	1999	TEXACO	4205 EAST OLIVE AVE	FRESNO	CA	93703	FRESNO	BRANDED WHOLESAL	OPEN FOR BUSINESS
375 124198	2000	2000	TEXACO	4205 EAST OLIVE AVE	FRESNO	CA	93703	FRESNO	BRANDED WHOLESAL	OPEN FOR BUSINESS
376 124198	2000	2000	TEXACO	4205 EAST OLIVE AVE	FRESNO	CA	93703	FRESNO	BRANDED WHOLESAL	OPEN FOR BUSINESS
377 124198	2001	2001	TEXACO	4205 EAST OLIVE AVE	FRESNO	CA	93703	FRESNO	BRANDED WHOLESAL	OPEN FOR BUSINESS
378 124198	2001	2001	TEXACO	4205 EAST OLIVE AVE	FRESNO	CA	93703	FRESNO	BRANDED WHOLESAL	OPEN FOR BUSINESS
379 124198	2001	2001	TEXACO	4205 EAST OLIVE AVENUE	FRESNO	CA	93703	FRESNO	BRANDED WHOLESAL	OPEN FOR BUSINESS
380 124198	2002	2002	TEXACO	4205 EAST OLIVE AVENUE	FRESNO	CA	93703	FRESNO	BRANDED WHOLESAL	ARCHIVED
381 124198	2002	2002	TEXACO	4205 EAST OLIVE AVENUE	FRESNO	CA	93703	FRESNO	BRANDED WHOLESAL	ARCHIVED
382 124198	2002	2002	TEXACO	4205 EAST OLIVE AVENUE	FRESNO	CA	93703	FRESNO	BRANDED WHOLESAL	OPEN FOR BUSINESS
383 124198	2002	2002	TEXACO	4205 EAST OLIVE AVENUE	FRESNO	CA	93703	FRESNO	BRANDED WHOLESAL	OPEN FOR BUSINESS
384 124198	2002	2002	TEXACO	4205 EAST OLIVE AVENUE	FRESNO	CA	93703	FRESNO	BRANDED WHOLESAL	OPEN FOR BUSINESS
385 124198	2003	2003	TEXACO	4205 EAST OLIVE AVENUE	FRESNO	CA	93703	FRESNO	BRANDED WHOLESAL	ARCHIVED
386 124198	2003	2003	TEXACO	4205 EAST OLIVE AVENUE	FRESNO	CA	93703	FRESNO	BRANDED WHOLESAL	ARCHIVED
387 124198	2003	2003	TEXACO	4205 EAST OLIVE AVENUE	FRESNO	CA	93703	FRESNO	BRANDED WHOLESAL	OPEN FOR BUSINESS
388 124200	1998	1998	TEXACO	3110 EAST BELMONT	FRESNO	CA	93702	FRESNO	BRANDED WHOLESAL	OPEN FOR BUSINESS
389 124200	1998	1998		3110 EAST BELMONT	FRESNO	CA	93702	FRESNO	BRANDED WHOLESAL	OPEN FOR BUSINESS
390 124200	1998	1998		3110 EAST BELMONT	FRESNO	CA	93702	FRESNO	BRANDED WHOLESAL	
391 124200	1999	1999	TEXACO	3110 EAST BELMONT	FRESNO	CA	93702	FRESNO	BRANDED WHOLESAL	OPEN FOR BUSINESS
392 124200	1999	1999	TEXACO	3110 EAST BELMONT	FRESNO	CA	93702	FRESNO	BRANDED WHOLESAL	OPEN FOR BUSINESS
393 124200	2000	2000	TEXACO	3110 EAST BELMONT	FRESNO	CA	93702	FRESNO	BRANDED WHOLESAL	ARCHIVED
394 124200	2000	2000	TEXACO	3110 EAST BELMONT	FRESNO	CA	93702	FRESNO	BRANDED WHOLESAL	OPEN FOR BUSINESS
395 124200	2001	2001	TEXACO	3110 EAST BELMONT	FRESNO	CA	93702	FRESNO	BRANDED WHOLESAL	ARCHIVED
396 124200	2002	2002	TEXACO	3110 EAST BELMONT	FRESNO	CA	93702	FRESNO	BRANDED WHOLESAL	ARCHIVED
397 124200	2003	2003	TEXACO	3110 EAST BELMONT	FRESNO	CA	93702	FRESNO	BRANDED WHOLESAL	ARCHIVED
398 124219	1998	1998	TEXACO	2111 VENTURA	FRESNO	CA	93721	FRESNO	BRANDED WHOLESAL	OPEN FOR BUSINESS
399 124219	1998	1998		2111 VENTURA	FRESNO	CA	93721	FRESNO	BRANDED WHOLESAL	OPEN FOR BUSINESS
400 124219	1998	1998		2111 VENTURA	FRESNO	CA	93721	FRESNO	BRANDED WHOLESAL	
401 124219	1999	1999	TEXACO	2111 VENTURA	FRESNO	CA	93721	FRESNO	BRANDED WHOLESAL	OPEN FOR BUSINESS
402 124219	1999	1999	TEXACO	2111 VENTURA	FRESNO	CA	93721	FRESNO	BRANDED WHOLESAL	OPEN FOR BUSINESS
403 124219	2000	2000	TEXACO	2111 VENTURA	FRESNO	CA	93721	FRESNO	BRANDED WHOLESAL	ARCHIVED
404 124219	2000	2000	TEXACO	2111 VENTURA	FRESNO	CA	93721	FRESNO	BRANDED WHOLESAL	OPEN FOR BUSINESS
405 124219	2001	2001	TEXACO	2111 VENTURA	FRESNO	CA	93721	FRESNO	BRANDED WHOLESAL	ARCHIVED
406 124219	2002	2002	TEXACO	2111 VENTURA	FRESNO	CA	93721	FRESNO	BRANDED WHOLESAL	ARCHIVED

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407 124219	2003	2003	TEXACO	2111 VENTURA	FRESNO	CA	93721	FRESNO	BRANDED WHOLESALE	ARCHIVED
408 124227	1998	1998	TEXACO	10091 NORTH MAPLE	FRESNO	CA	93720	FRESNO	BRANDED WHOLESALE	OPEN FOR BUSINESS
409 124227	1998	1998		10091 NORTH MAPLE	FRESNO	CA	93720	FRESNO	BRANDED WHOLESALE	OPEN FOR BUSINESS
410 124227	1998	1998		10091 NORTH MAPLE	FRESNO	CA	93720	FRESNO	BRANDED WHOLESALE	
411 124227	1999	1999	TEXACO	10091 NORTH MAPLE	FRESNO	CA	93720	FRESNO	BRANDED WHOLESALE	OPEN FOR BUSINESS
412 124227	1999	1999	TEXACO	10091 NORTH MAPLE	FRESNO	CA	93720	FRESNO	BRANDED WHOLESALE	OPEN FOR BUSINESS
413 124227	2000	2000	TEXACO	10091 NORTH MAPLE	FRESNO	CA	93720	FRESNO	BRANDED WHOLESALE	OPEN FOR BUSINESS
414 124227	2000	2000	TEXACO	10091 NORTH MAPLE	FRESNO	CA	93720	FRESNO	BRANDED WHOLESALE	OPEN FOR BUSINESS
415 124227	2001	2001	TEXACO	10091 NORTH MAPLE	FRESNO	CA	93720	FRESNO	BRANDED WHOLESALE	OPEN FOR BUSINESS
416 124227	2001	2001	TEXACO	10091 NORTH MAPLE	FRESNO	CA	93720	FRESNO	BRANDED WHOLESALE	OPEN FOR BUSINESS
417 124227	2002	2002	SHELL	10091 NORTH MAPLE	FRESNO	CA	93720	FRESNO	BRANDED WHOLESALE	OPEN FOR BUSINESS
418 124227	2002	2002	TEXACO	10091 NORTH MAPLE	FRESNO	CA	93720	FRESNO	BRANDED WHOLESALE	OPEN FOR BUSINESS
419 124227	2002	2002	TEXACO	10091 NORTH MAPLE	FRESNO	CA	93720	FRESNO	BRANDED WHOLESALE	OPEN FOR BUSINESS
420 124227	2003	2003	SHELL	10091 NORTH MAPLE	FRESNO	CA	93720	FRESNO	BRANDED WHOLESALE	OPEN FOR BUSINESS
421 124227	2003	2003	SHELL	10091 NORTH MAPLE	FRESNO	CA	93720	FRESNO	BRANDED WHOLESALE	OPEN FOR BUSINESS
422 124236	1998	1998	TEXACO	7995 NORTH CEDAR	FRESNO	CA	93720	TULARE	BRANDED WHOLESALE	OPEN FOR BUSINESS
423 124236	1998	1998		7995 NORTH CEDAR	FRESNO	CA	93720	TULARE	BRANDED WHOLESALE	OPEN FOR BUSINESS
424 124236	1998	1998		7995 NORTH CEDAR	FRESNO	CA	93720	TULARE	BRANDED WHOLESALE	
425 124236	1999	1999	TEXACO	7995 NORTH CEDAR	FRESNO	CA	93720	FRESNO	BRANDED WHOLESALE	OPEN FOR BUSINESS
426 124236	1999	1999	TEXACO	7995 NORTH CEDAR	FRESNO	CA	93720	TULARE	BRANDED WHOLESALE	OPEN FOR BUSINESS
427 124236	2000	2000	TEXACO	7995 NORTH CEDAR	FRESNO	CA	93720	FRESNO	BRANDED WHOLESALE	OPEN FOR BUSINESS
428 124236	2000	2000	TEXACO	7995 NORTH CEDAR	FRESNO	CA	93720	FRESNO	BRANDED WHOLESALE	OPEN FOR BUSINESS
429 124236	2001	2001	TEXACO	7995 NORTH CEDAR	FRESNO	CA	93720	FRESNO	BRANDED WHOLESALE	OPEN FOR BUSINESS
430 124236	2001	2001	TEXACO	7995 NORTH CEDAR	FRESNO	CA	93720	FRESNO	BRANDED WHOLESALE	OPEN FOR BUSINESS
431 124236	2002	2002	TEXACO	7995 NORTH CEDAR	FRESNO	CA	93720	FRESNO	BRANDED WHOLESALE	OPEN FOR BUSINESS
432 124236	2002	2002	TEXACO	7995 NORTH CEDAR	FRESNO	CA	93720	FRESNO	BRANDED WHOLESALE	OPEN FOR BUSINESS
433 124236	2002	2002	TEXACO	7995 NORTH CEDAR AVE	FRESNO	CA	93720	FRESNO	BRANDED WHOLESALE	OPEN FOR BUSINESS
434 124236	2003	2003	SHELL	7995 NORTH CEDAR AVE	FRESNO	CA	93720	FRESNO	BRANDED WHOLESALE	OPEN FOR BUSINESS
435 124236	2003	2003	TEXACO	7995 NORTH CEDAR AVE	FRESNO	CA	93720	FRESNO	BRANDED WHOLESALE	OPEN FOR BUSINESS
436 124236	2003	2003	TEXACO	7995 NORTH CEDAR AVE	FRESNO	CA	93720	FRESNO	BRANDED WHOLESALE	OPEN FOR BUSINESS
128605	2001	2001		N BLACKSTONE AVE AT W BARSTOW AVE	FRESNO	CA	93710	FRESNO	OPEN DEALER	ARCHIVED
437										
128605	2002	2002		N BLACKSTONE AVE AT W BARSTOW AVE	FRESNO	CA	93710	FRESNO	OPEN DEALER	ARCHIVED
438										
128605	2003	2003		N BLACKSTONE AVE AT W BARSTOW AVE	FRESNO	CA	93710	FRESNO	OPEN DEALER	ARCHIVED
439										
128605	2001	2001		2407 N FRUIT AVENUE	FRESNO	CA	93705	FRESNO	OPEN DEALER	ARCHIVED
440 128606	2002	2002		2407 N FRUIT AVENUE	FRESNO	CA	93705	FRESNO	OPEN DEALER	ARCHIVED
441 128606	1998	1998	SHELL	5325 W SHAWHWY 99	FRESNO	CA	93705	FRESNO	LESSEE	OPEN FOR BUSINESS
442 135299	1999	1999	SHELL	5325 W SHAW	FRESNO	CA	93705	FRESNO	LESSEE	CLOSED FOR BUSINESS
443 135299	1999	1999	SHELL	5325 W SHAWHWY 99	FRESNO	CA	93705	FRESNO	LESSEE	OPEN FOR BUSINESS
444 135299	2000	2000	SHELL	5325 W SHAW	FRESNO	CA	93705	FRESNO	LESSEE	CLOSED FOR BUSINESS
445 135299	2000	2000	SHELL	5325 W SHAW	FRESNO	CA	93705	FRESNO	LESSEE	OPEN FOR BUSINESS
446 135299	2000	2000	SHELL	5325 W SHAW	FRESNO	CA	93705	FRESNO	LESSEE	OPEN FOR BUSINESS
447 135299	2000	2000	SHELL	5325 W SHAW	FRESNO	CA	93705	FRESNO	LESSEE	OPEN FOR BUSINESS
448 135299	2001	2001	SHELL	5325 W SHAW	FRESNO	CA	93705	FRESNO	LESSEE	OPEN FOR BUSINESS

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449 135299	2001	2001	SHELL	5325 W SHAW	FRESNO	CA	93722	FRESNO	LESSEE	CLOSED FOR BUSINESS
450 135299	2001	2001	SHELL	5325 W SHAW	FRESNO	CA	93722	FRESNO	LESSEE	CLOSED FOR BUSINESS
451 135299	2002	2002	SHELL	5325 W SHAW	FRESNO	CA	93722	FRESNO	LESSEE	CLOSED FOR BUSINESS
452 135299	2002	2002	SHELL	5325 W SHAW	FRESNO	CA	93722	FRESNO	LESSEE	CLOSED FOR BUSINESS
453 135299	2002	2002	SHELL	5325 W SHAW	FRESNO	CA	93722	FRESNO	LESSEE	CLOSED FOR BUSINESS
454 135299	2003	2003	SHELL	5325 W SHAW	FRESNO	CA	93722	FRESNO	LESSEE	CLOSED FOR BUSINESS
455 135299	2003	2003	SHELL	5325 W SHAW	FRESNO	CA	93722	FRESNO	LESSEE	CLOSED FOR BUSINESS
456 135300	1998	1998	SHELL	1021 E SHAW AVE/FIRST	FRESNO	CA	93710	FRESNO	LESSEE	OPEN FOR BUSINESS
457 135300	1999	1999	SHELL	1021 E SHAW AVE	FRESNO	CA	93710	FRESNO	LESSEE	OPEN FOR BUSINESS
458 135300	1999	1999	SHELL	1021 E SHAW AVE/FIRST	FRESNO	CA	93710	FRESNO	LESSEE	OPEN FOR BUSINESS
459 135300	2000	2000	SHELL	1021 E SHAW AVE	FRESNO	CA	93710	FRESNO	LESSEE	OPEN FOR BUSINESS
460 135300	2000	2000	SHELL	1021 E SHAW AVE	FRESNO	CA	93710	FRESNO	LESSEE	OPEN FOR BUSINESS
461 135300	2001	2001	SHELL	1021 E SHAW AVE	FRESNO	CA	93710	FRESNO	LESSEE	OPEN FOR BUSINESS
462 135300	2001	2001	SHELL	1021 E SHAW AVE	FRESNO	CA	93710	FRESNO	LESSEE	OPEN FOR BUSINESS
463 135300	2002	2002	SHELL	1021 E SHAW AVE	FRESNO	CA	93710	FRESNO	LESSEE	OPEN FOR BUSINESS
464 135300	2002	2002	SHELL	1021 E SHAW AVE	FRESNO	CA	93710	FRESNO	LESSEE	OPEN FOR BUSINESS
465 135300	2003	2003	SHELL	1021 E SHAW AVE	FRESNO	CA	93710	FRESNO	LESSEE	OPEN FOR BUSINESS
466 135300	2003	2003	SHELL	1021 E SHAW AVE	FRESNO	CA	93710	FRESNO	LESSEE	OPEN FOR BUSINESS
467 135301	1998	1998	SHELL	2020 W SHAW/WEST	FRESNO	CA	93711	FRESNO	LESSEE	OPEN FOR BUSINESS
468 135301	1999	1999	SHELL	2020 W SHAW	FRESNO	CA	93711	FRESNO	LESSEE	OPEN FOR BUSINESS
469 135301	1999	1999	SHELL	2020 W SHAW/WEST	FRESNO	CA	93711	FRESNO	LESSEE	OPEN FOR BUSINESS
470 135301	2000	2000	SHELL	2020 W SHAW	FRESNO	CA	93711	FRESNO	LESSEE	OPEN FOR BUSINESS
471 135301	2000	2000	SHELL	2020 W SHAW	FRESNO	CA	93711	FRESNO	LESSEE	OPEN FOR BUSINESS
472 135301	2001	2001	SHELL	2020 W SHAW	FRESNO	CA	93711	FRESNO	CORO	OPEN FOR BUSINESS
473 135301	2001	2001	SHELL	2020 W SHAW	FRESNO	CA	93711	FRESNO	LESSEE	OPEN FOR BUSINESS
474 135301	2002	2002	SHELL	2020 W SHAW	FRESNO	CA	93711	FRESNO	CORO	CLOSED FOR BUSINESS
475 135301	2002	2002	SHELL	2020 W SHAW	FRESNO	CA	93711	FRESNO	CORO	CLOSED FOR BUSINESS
476 135301	2002	2002	SHELL	2020 W SHAW	FRESNO	CA	93711	FRESNO	CORO	OPEN FOR BUSINESS
477 135301	2002	2002	SHELL	2020 W SHAW	FRESNO	CA	93711	FRESNO	CORO	OPEN FOR BUSINESS
478 135301	2003	2003	SHELL	2020 W SHAW	FRESNO	CA	93711	FRESNO	CORO	CLOSED FOR BUSINESS
479 135301	2003	2003	SHELL	2020 W SHAW	FRESNO	CA	93711	FRESNO	CORO	CLOSED FOR BUSINESS
480 135301	2003	2003	SHELL	2020 W SHAW	FRESNO	CA	93711	FRESNO	CORO	CLOSED FOR BUSINESS
481 135302	1998	1998	SHELL	1778 E SHAW AVE/CEDAR	FRESNO	CA	93710	FRESNO	CORO	OPEN FOR BUSINESS
482 135302	1999	1999	SHELL	1778 E SHAW AVE	FRESNO	CA	93710	FRESNO	CORO	CLOSED FOR BUSINESS
483 135302	1999	1999	SHELL	1778 E SHAW AVE/CEDAR	FRESNO	CA	93710	FRESNO	CORO	CLOSED FOR BUSINESS
484 135302	1999	1999	SHELL	1778 E SHAW AVE/CEDAR	FRESNO	CA	93710	FRESNO	CORO	OPEN FOR BUSINESS
485 135302	2000	2000	SHELL	1778 E SHAW AVE	FRESNO	CA	93710	FRESNO	CORO	CLOSED FOR BUSINESS
486 135302	2001	2001	SHELL	1778 E SHAW AVE	FRESNO	CA	93710	FRESNO	CORO	CLOSED FOR BUSINESS
487 135302	2002	2002	SHELL	1778 E SHAW AVE	FRESNO	CA	93710	FRESNO	CORO	CLOSED FOR BUSINESS
488 135302	2002	2002	SHELL	1778 E SHAW AVE	FRESNO	CA	93710	FRESNO	CORO	CLOSED FOR BUSINESS
489 135302	2002	2002	SHELL	1778 E SHAW AVE	FRESNO	CA	93710	FRESNO	CORO	CLOSED FOR BUSINESS
490 135302	2003	2003	SHELL	1778 E SHAW AVE	FRESNO	CA	93710	FRESNO	CORO	CLOSED FOR BUSINESS
491 135303	1998	1998	SHELL	1212 FRESNO/C	FRESNO	CA	93706	FRESNO	LESSEE	OPEN FOR BUSINESS
492 135303	1999	1999	SHELL	1212 FRESNO/C	FRESNO	CA	93706	FRESNO	LESSEE	OPEN FOR BUSINESS
493 135303	2000	2000	SHELL	1212 FRESNO/C	FRESNO	CA	93706	FRESNO	LESSEE	OPEN FOR BUSINESS

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494 135303	2000	2000	SHELL	1212 FRESNO/C	FRESNO	CA	93706	FRESNO	LESSEE	OPEN FOR BUSINESS
495 135303	2001	2001	SHELL	1212 FRESNO	FRESNO	CA	93706	FRESNO	LESSEE	OPEN FOR BUSINESS
496 135303	2001	2001	SHELL	1212 FRESNO/C	FRESNO	CA	93706	FRESNO	LESSEE	OPEN FOR BUSINESS
497 135303	2001	2001	SHELL	1212 FRESNO/C	FRESNO	CA	93706	FRESNO	LESSEE	OPEN FOR BUSINESS
498 135303	2002	2002	SHELL	1212 FRESNO	FRESNO	CA	93706	FRESNO	LESSEE	OPEN FOR BUSINESS
499 135303	2002	2002	SHELL	1212 FRESNO	FRESNO	CA	93706	FRESNO	LESSEE	OPEN FOR BUSINESS
500 135303	2003	2003	SHELL	1212 FRESNO	FRESNO	CA	93706	FRESNO	LESSEE	OPEN FOR BUSINESS
501 135303	2003	2003	SHELL	1212 FRESNO	FRESNO	CA	93706	FRESNO	LESSEE	OPEN FOR BUSINESS
502 135304	1998	1998	SHELL	3109 E SHIELDS/FIRST	FRESNO	CA	93721	FRESNO	LESSEE	OPEN FOR BUSINESS
503 135304	1999	1999	SHELL	3109 E SHIELDS	FRESNO	CA	93721	FRESNO	LESSEE	OPEN FOR BUSINESS
504 135304	1999	1999	SHELL	3109 E SHIELDS/FIRST	FRESNO	CA	93721	FRESNO	LESSEE	OPEN FOR BUSINESS
505 135304	2000	2000	SHELL	3109 E SHIELDS	FRESNO	CA	93721	FRESNO	LESSEE	OPEN FOR BUSINESS
506 135304	2000	2000	SHELL	3109 E SHIELDS	FRESNO	CA	93721	FRESNO	LESSEE	OPEN FOR BUSINESS
507 135304	2001	2001	SHELL	3109 E SHIELDS	FRESNO	CA	93721	FRESNO	LESSEE	OPEN FOR BUSINESS
508 135304	2001	2001	SHELL	3109 E SHIELDS	FRESNO	CA	93721	FRESNO	LESSEE	OPEN FOR BUSINESS
509 135304	2001	2001	SHELL	3109 EAST SHIELDS	FRESNO	CA	93721	FRESNO	LESSEE	OPEN FOR BUSINESS
510 135304	2002	2002	SHELL	3109 EAST SHIELDS	FRESNO	CA	93721	FRESNO	LESSEE	OPEN FOR BUSINESS
511 135304	2002	2002	SHELL	3109 EAST SHIELDS	FRESNO	CA	93721	FRESNO	LESSEE	OPEN FOR BUSINESS
512 135304	2002	2002	SHELL	3109 EAST SHIELDS	FRESNO	CA	93726	FRESNO	LESSEE	OPEN FOR BUSINESS
513 135304	2003	2003	SHELL	3109 EAST SHIELDS	FRESNO	CA	93726	FRESNO	LESSEE	OPEN FOR BUSINESS
514 135304	2003	2003	SHELL	3109 EAST SHIELDS	FRESNO	CA	93726	FRESNO	LESSEE	OPEN FOR BUSINESS
515 135305	1998	1998	SHELL	5605 E KINGS CYN/CLOVIS	FRESNO	CA	93702	FRESNO	LESSEE	OPEN FOR BUSINESS
516 135305	1999	1999	SHELL	5605 E KINGS CYN	FRESNO	CA	93702	FRESNO	LESSEE	OPEN FOR BUSINESS
517 135305	1999	1999	SHELL	5605 E KINGS CYN/CLOVIS	FRESNO	CA	93702	FRESNO	LESSEE	OPEN FOR BUSINESS
518 135305	2000	2000	SHELL	5605 E KINGS CYN	FRESNO	CA	93702	FRESNO	LESSEE	OPEN FOR BUSINESS
519 135305	2000	2000	SHELL	5605 E KINGS CYN	FRESNO	CA	93702	FRESNO	LESSEE	OPEN FOR BUSINESS
520 135305	2001	2001	SHELL	5605 E KINGS CANYON	FRESNO	CA	63727	FRESNO	LESSEE	OPEN FOR BUSINESS
521 135305	2001	2001	SHELL	5605 E KINGS CYN	FRESNO	CA	63727	FRESNO	LESSEE	OPEN FOR BUSINESS
522 135305	2001	2001	SHELL	5605 E KINGS CYN	FRESNO	CA	63727	FRESNO	LESSEE	OPEN FOR BUSINESS
523 135305	2001	2001	SHELL	5605 E KINGS CYN	FRESNO	CA	93702	FRESNO	LESSEE	OPEN FOR BUSINESS
524 135305	2002	2002	SHELL	5605 E KINGS CANYON	FRESNO	CA	63727	FRESNO	LESSEE	OPEN FOR BUSINESS
525 135305	2002	2002	SHELL	5605 E KINGS CANYON	FRESNO	CA	63727	FRESNO	LESSEE	OPEN FOR BUSINESS
526 135305	2002	2002	SHELL	5605 E KINGS CANYON	FRESNO	CA	93727	FRESNO	LESSEE	OPEN FOR BUSINESS
527 135305	2003	2003	SHELL	5605 E KINGS CANYON	FRESNO	CA	93727	FRESNO	LESSEE	OPEN FOR BUSINESS
528 135306	1998	1998	SHELL	2595 S EAST AVE/JENSEN	FRESNO	CA	93706	FRESNO	LESSEE	OPEN FOR BUSINESS
529 135306	1999	1999	SHELL	2595 S EAST AVE/JENSEN	FRESNO	CA	93706	FRESNO	LESSEE	OPEN FOR BUSINESS
530 135306	1999	1999	SHELL	2595 S EAST AVE/JENSEN	FRESNO	CA	93706	FRESNO	LESSEE	OPEN FOR BUSINESS
531 135306	2000	2000	SHELL	2595 S EAST AVE	FRESNO	CA	93706	FRESNO	LESSEE	OPEN FOR BUSINESS
532 135306	2000	2000	SHELL	2595 S EAST AVE	FRESNO	CA	93706	FRESNO	LESSEE	OPEN FOR BUSINESS
533 135306	2001	2001	SHELL	2595 S EAST AVE	FRESNO	CA	93706	FRESNO	LESSEE	OPEN FOR BUSINESS
534 135306	2001	2001	SHELL	2595 S EAST AVE	FRESNO	CA	93706	FRESNO	LESSEE	OPEN FOR BUSINESS
535 135306	2001	2001	SHELL	2595 S EAST AVENUE	FRESNO	CA	93706	FRESNO	LESSEE	OPEN FOR BUSINESS
536 135306	2002	2002	SHELL	2595 S EAST AVENUE	FRESNO	CA	93706	FRESNO	LESSEE	OPEN FOR BUSINESS
537 135306	2002	2002	SHELL	2595 S EAST AVENUE	FRESNO	CA	93706	FRESNO	LESSEE	OPEN FOR BUSINESS
538 135306	2003	2003	SHELL	2595 S EAST AVENUE	FRESNO	CA	93706	FRESNO	LESSEE	OPEN FOR BUSINESS

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539 135306	2003	2003	SHELL	2595 S EAST AVENUE	FRESNO	CA	93706	FRESNO	LESSEE	OPEN FOR BUSINESS
540 135307	1998	1998	SHELL	1014 E BULLARD/FIRST	FRESNO	CA	93710	FRESNO	LESSEE	OPEN FOR BUSINESS
541 135307	1999	1999	SHELL	1014 E BULLARD	FRESNO	CA	93710	FRESNO	LESSEE	OPEN FOR BUSINESS
542 135307	1999	1999	SHELL	1014 E BULLARD/FIRST	FRESNO	CA	93710	FRESNO	LESSEE	OPEN FOR BUSINESS
543 135307	2000	2000	SHELL	1014 E BULLARD	FRESNO	CA	93710	FRESNO	LESSEE	OPEN FOR BUSINESS
544 135307	2000	2000	SHELL	1014 E BULLARD	FRESNO	CA	93710	FRESNO	LESSEE	OPEN FOR BUSINESS
545 135307	2001	2001	SHELL	1014 E BULLARD	FRESNO	CA	93710	FRESNO	LESSEE	OPEN FOR BUSINESS
546 135307	2001	2001	SHELL	1014 E BULLARD	FRESNO	CA	93710	FRESNO	LESSEE	OPEN FOR BUSINESS
547 135307	2001	2001	SHELL	1014 EAST BULLARD AVENUE	FRESNO	CA	93710	FRESNO	LESSEE	OPEN FOR BUSINESS
548 135307	2002	2002	SHELL	1014 EAST BULLARD AVENUE	FRESNO	CA	93710	FRESNO	LESSEE	OPEN FOR BUSINESS
549 135307	2002	2002	SHELL	1014 EAST BULLARD AVENUE	FRESNO	CA	93710	FRESNO	LESSEE	OPEN FOR BUSINESS
550 135307	2003	2003	SHELL	1014 EAST BULLARD AVENUE	FRESNO	CA	93710	FRESNO	LESSEE	OPEN FOR BUSINESS
551 135307	2003	2003	SHELL	1014 EAST BULLARD AVENUE	FRESNO	CA	93710	FRESNO	LESSEE	OPEN FOR BUSINESS
552 135308	1998	1998	SHELL	4206 N BLACKSTONE/ASHLAND	FRESNO	CA	93726	FRESNO	LESSEE	OPEN FOR BUSINESS
553 135308	1999	1999	SHELL	4206 N BLACKSTONE	FRESNO	CA	93726	FRESNO	LESSEE	CLOSED FOR BUSINESS
554 135308	1999	1999	SHELL	4206 N BLACKSTONE/ASHLAND	FRESNO	CA	93726	FRESNO	LESSEE	CLOSED FOR BUSINESS
555 135308	1999	1999	SHELL	4206 N BLACKSTONE/ASHLAND	FRESNO	CA	93726	FRESNO	LESSEE	OPEN FOR BUSINESS
556 135308	2000	2000	SHELL	4206 N BLACKSTONE	FRESNO	CA	93726	FRESNO	LESSEE	CLOSED FOR BUSINESS
557 135308	2001	2001	SHELL	4206 N BLACKSTONE	FRESNO	CA	93726	FRESNO	LESSEE	CLOSED FOR BUSINESS
558 135308	2002	2002	SHELL	4206 N BLACKSTONE AVE	FRESNO	CA	93726	FRESNO	LESSEE	ARCHIVED
559 135308	2002	2002	SHELL	4206 N BLACKSTONE AVE	FRESNO	CA	93726	FRESNO	LESSEE	CLOSED FOR BUSINESS
560 135308	2002	2002	SHELL	4206 N BLACKSTONE AVE	FRESNO	CA	93726	FRESNO	LESSEE	ARCHIVED
561 135308	2003	2003	SHELL	4206 N BLACKSTONE AVE	FRESNO	CA	93726	FRESNO	LESSEE	OPEN FOR BUSINESS
562 135309	1998	1998	SHELL	5405 N BLACKSTONE/BARSTOWN	FRESNO	CA	93726	FRESNO	LESSEE	OPEN FOR BUSINESS
563 135309	1999	1999	SHELL	5405 N BLACKSTONE	FRESNO	CA	93726	FRESNO	LESSEE	OPEN FOR BUSINESS
564 135309	1999	1999	SHELL	5405 N BLACKSTONE/BARSTOWN	FRESNO	CA	93726	FRESNO	LESSEE	OPEN FOR BUSINESS
565 135309	2000	2000	SHELL	5405 N BLACKSTONE	FRESNO	CA	93726	FRESNO	LESSEE	OPEN FOR BUSINESS
566 135309	2000	2000	SHELL	5405 N BLACKSTONE	FRESNO	CA	93726	FRESNO	LESSEE	OPEN FOR BUSINESS
567 135309	2001	2001	SHELL	5405 N BLACKSTONE	FRESNO	CA	93726	FRESNO	LESSEE	OPEN FOR BUSINESS
568 135309	2001	2001	SHELL	5405 N BLACKSTONE	FRESNO	CA	93726	FRESNO	LESSEE	OPEN FOR BUSINESS
569 135309	2002	2002	SHELL	5405 N BLACKSTONE	FRESNO	CA	93726	FRESNO	LESSEE	OPEN FOR BUSINESS
570 135309	2002	2002	SHELL	5405 N BLACKSTONE	FRESNO	CA	93726	FRESNO	LESSEE	OPEN FOR BUSINESS
571 135309	2003	2003	SHELL	5405 N BLACKSTONE	FRESNO	CA	93726	FRESNO	LESSEE	OPEN FOR BUSINESS
572 135309	2003	2003	SHELL	5405 N BLACKSTONE	FRESNO	CA	93726	FRESNO	LESSEE	OPEN FOR BUSINESS
573 135310	1998	1998	SHELL	4819 N BLACKSTONE/SNTA ANA	FRESNO	CA	93704	FRESNO	LESSEE	OPEN FOR BUSINESS
574 135310	1999	1999	SHELL	4819 N BLACKSTONE	FRESNO	CA	93704	FRESNO	LESSEE	OPEN FOR BUSINESS
575 135310	1999	1999	SHELL	4819 N BLACKSTONE/SNTA ANA	FRESNO	CA	93704	FRESNO	LESSEE	OPEN FOR BUSINESS
576 135310	2000	2000	SHELL	4819 N BLACKSTONE	FRESNO	CA	93704	FRESNO	LESSEE	CLOSED FOR BUSINESS
577 135310	2000	2000	SHELL	4819 N BLACKSTONE	FRESNO	CA	93704	FRESNO	LESSEE	CLOSED FOR BUSINESS
578 135310	2000	2000	SHELL	4819 N BLACKSTONE	FRESNO	CA	93704	FRESNO	LESSEE	OPEN FOR BUSINESS
579 135310	2001	2001	SHELL	4819 N BLACKSTONE	FRESNO	CA	93704	FRESNO	LESSEE	CLOSED FOR BUSINESS
580 135310	2002	2002	SHELL	4819 N BLACKSTONE	FRESNO	CA	93704	FRESNO	LESSEE	CLOSED FOR BUSINESS
581 135310	2002	2002	SHELL	4819 N BLACKSTONE AVENUE	FRESNO	CA	93704	FRESNO	LESSEE	CLOSED FOR BUSINESS
582 135310	2003	2003	SHELL	4819 N BLACKSTONE AVENUE	FRESNO	CA	93704	FRESNO	LESSEE	CLOSED FOR BUSINESS
583 135312	1998	1998	SHELL	6639 PARKWAY	FRESNO	CA	93722	FRESNO	OPEN DEALER	OPEN FOR BUSINESS

Shell Defendants' Responses to City of Fresno's First Set of Interrogatories to Defendants
Exhibit B

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584 135312	1999	1999	SHELL	6639 PARKWAY	FRESNO	CA	93722	FRESNO	OPEN DEALER	OPEN FOR BUSINESS
585 135312	2000	2000	SHELL	6639 PARKWAY	FRESNO	CA	93722	FRESNO	OPEN DEALER	OPEN FOR BUSINESS
586 135312	2000	2000	SHELL	6639 PARKWAY	FRESNO	CA	93722	FRESNO	OPEN DEALER	OPEN FOR BUSINESS
587 135312	2001	2001	SHELL	6639 PARKWAY	FRESNO	CA	93722	FRESNO	OPEN DEALER	OPEN FOR BUSINESS
588 135312	2002	2002	SHELL	6639 PARKWAY	FRESNO	CA	93722	FRESNO	OPEN DEALER	OPEN FOR BUSINESS
589 135312	2002	2002	SHELL	6639 PARKWAY	FRESNO	CA	93722	FRESNO	OPEN DEALER	OPEN FOR BUSINESS
590 135312	2003	2003	SHELL	6639 PARKWAY	FRESNO	CA	93722	FRESNO	OPEN DEALER	OPEN FOR BUSINESS
591 135312	2003	2003	SHELL	6639 PARKWAY	FRESNO	CA	93722	FRESNO	OPEN DEALER	OPEN FOR BUSINESS
592 135313	1998	1998	SHELL	2990 E CENTRAL AVENUE	FRESNO	CA	93258	FRESNO	OPEN DEALER	OPEN FOR BUSINESS
593 135313	1999	1999	SHELL	2990 E CENTRAL AVENUE	FRESNO	CA	93258	FRESNO	OPEN DEALER	OPEN FOR BUSINESS
594 135313	2000	2000	SHELL	2990 E CENTRAL AVENUE	FRESNO	CA	93258	FRESNO	OPEN DEALER	OPEN FOR BUSINESS
595 135313	2000	2000	SHELL	2990 E CENTRAL AVENUE	FRESNO	CA	93258	FRESNO	OPEN DEALER	OPEN FOR BUSINESS
596 135313	2001	2001	SHELL	2990 E CENTRAL AVENUE	FRESNO	CA	93258	FRESNO	OPEN DEALER	OPEN FOR BUSINESS
597 135313	2001	2001	SHELL	2990 E CENTRAL AVENUE	FRESNO	CA	93725	FRESNO	OPEN DEALER	OPEN FOR BUSINESS
598 135313	2002	2002	SHELL	2990 E CENTRAL AVENUE	FRESNO	CA	93725	FRESNO	OPEN DEALER	OPEN FOR BUSINESS
599 135313	2002	2002	SHELL	2990 E CENTRAL AVENUE	FRESNO	CA	93725	FRESNO	OPEN DEALER	OPEN FOR BUSINESS
600 135313	2003	2003	SHELL	2990 E CENTRAL AVENUE	FRESNO	CA	93725	FRESNO	OPEN DEALER	OPEN FOR BUSINESS
601 145781	1999	1999	SHELL	2261 W SHAW	FRESNO	CA	93711	FRESNO	BRANDED WHOLESALE	OPEN FOR BUSINESS
602 145781	2000	2000	SHELL	2261 W SHAW	FRESNO	CA	93711	FRESNO	BRANDED WHOLESALE	ARCHIVED
603 145781	2000	2000	SHELL	2261 W SHAW	FRESNO	CA	93711	FRESNO	BRANDED WHOLESALE	ARCHIVED
604 145781	2001	2001	SHELL	2261 W SHAW	FRESNO	CA	93711	FRESNO	BRANDED WHOLESALE	ARCHIVED
605 145781	2002	2002	SHELL	2261 W SHAW	FRESNO	CA	93711	FRESNO	BRANDED WHOLESALE	ARCHIVED
606 145781	2003	2003	SHELL	2261 W SHAW	FRESNO	CA	93711	FRESNO	BRANDED WHOLESALE	ARCHIVED
607 146311	1999	1999	SHELL	2121 SO 3RD ST	FRESNO	CA	93725	FRESNO	BRANDED WHOLESALE	OPEN FOR BUSINESS
608 146311	2000	2000	SHELL	2121 SO 3RD ST	FRESNO	CA	93725	FRESNO	BRANDED WHOLESALE	OPEN FOR BUSINESS
609 146311	2000	2000	SHELL	2121 SO 3RD ST	FRESNO	CA	93725	FRESNO	BRANDED WHOLESALE	OPEN FOR BUSINESS
610 146311	2001	2001	SHELL	2121 SO 3RD ST	FRESNO	CA	93725	FRESNO	BRANDED WHOLESALE	OPEN FOR BUSINESS
611 146311	2002	2002	SHELL	2121 SO 3RD ST	FRESNO	CA	93725	FRESNO	BRANDED WHOLESALE	ARCHIVED
612 146311	2002	2002	SHELL	2121 SO 3RD ST	FRESNO	CA	93725	FRESNO	BRANDED WHOLESALE	OPEN FOR BUSINESS
613 146311	2002	2002	SHELL	2121 SO 3RD ST	FRESNO	CA	93725	FRESNO	BRANDED WHOLESALE	OPEN FOR BUSINESS
614 146311	2003	2003	SHELL	2121 SO 3RD ST	FRESNO	CA	93725	FRESNO	BRANDED WHOLESALE	ARCHIVED
615 166979	2001	2001	TEXACO	3403 W ASHLAN AVENUE	FRESNO	CA	93722	FRESNO	OPEN DEALER	CLOSED FOR BUSINESS
616 166979	2001	2001	TEXACO	3403 W ASHLAN AVENUE	FRESNO	CA	93722	FRESNO	OPEN DEALER	OPEN FOR BUSINESS
617 166979	2002	2002	TEXACO	3403 W ASHLAN AVENUE	FRESNO	CA	93722	FRESNO	OPEN DEALER	CLOSED FOR BUSINESS
618 166979	2002	2002	TEXACO	3403 W ASHLAN AVENUE	FRESNO	CA	93722	FRESNO	OPEN DEALER	CLOSED FOR BUSINESS
619 166979	2003	2003	TEXACO	3403 W ASHLAN AVENUE	FRESNO	CA	93722	FRESNO	OPEN DEALER	CLOSED FOR BUSINESS
620 167474	2001	2001	TEXACO	HWY 99 & NORTH AVENUE	FRESNO	CA	93711	FRESNO	BRANDED WHOLESALE	OPEN FOR BUSINESS
621 167474	2001	2001	TEXACO	HWY 99 & NORTH AVENUE	FRESNO	CA	93711	FRESNO	BRANDED WHOLESALE	OPEN FOR BUSINESS
622 167474	2002	2002	TEXACO	HWY 99 & NORTH AVENUE	FRESNO	CA	93711	FRESNO	BRANDED WHOLESALE	OPEN FOR BUSINESS
623 167474	2003	2003	TEXACO	HWY 99 & NORTH AVENUE	FRESNO	CA	93711	FRESNO	BRANDED WHOLESALE	CLOSED FOR BUSINESS
624 167474	2003	2003	TEXACO	HWY 99 & NORTH AVENUE	FRESNO	CA	93711	FRESNO	BRANDED WHOLESALE	CLOSED FOR BUSINESS
625 167475	2001	2001	TEXACO	CEDAR & OLIVE STREET	FRESNO	CA	93711	FRESNO	BRANDED WHOLESALE	OPEN FOR BUSINESS
626 167475	2001	2001	TEXACO	CEDAR & OLIVE STREET	FRESNO	CA	93711	FRESNO	BRANDED WHOLESALE	OPEN FOR BUSINESS
627 167475	2002	2002	TEXACO	CEDAR & OLIVE STREET	FRESNO	CA	93711	FRESNO	BRANDED WHOLESALE	OPEN FOR BUSINESS
628 167475	2002	2002	TEXACO	CEDAR & OLIVE STREET	FRESNO	CA	93711	FRESNO	BRANDED WHOLESALE	OPEN FOR BUSINESS

Shell Defendants' Responses to City of Fresno's First Set of Interrogatories to Defendants
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629 167475	2003	2003	SHELL	4204 EAST OLIVE	FRESNO	CA	93711	FRESNO	BRANDED WHOLESAL	OPEN FOR BUSINESS
630 167475	2003	2003	TEXACO	4204 EAST OLIVE	FRESNO	CA	93711	FRESNO	BRANDED WHOLESAL	OPEN FOR BUSINESS
631 167475	2003	2003	TEXACO	CEDAR & OLIVE STREET	FRESNO	CA	93711	FRESNO	BRANDED WHOLESAL	OPEN FOR BUSINESS
632 167693	2001	2001	TEXACO	2330 NORTH FRESNO STREET	FRESNO	CA	93703	FRESNO	BRANDED WHOLESAL	OPEN FOR BUSINESS
633 167693	2002	2002	TEXACO	2330 NORTH FRESNO STREET	FRESNO	CA	93703	FRESNO	BRANDED WHOLESAL	OPEN FOR BUSINESS
634 167693	2002	2002	TEXACO	2330 NORTH FRESNO STREET	FRESNO	CA	93703	FRESNO	BRANDED WHOLESAL	OPEN FOR BUSINESS
635 167693	2003	2003	TEXACO	2330 NORTH FRESNO STREET	FRESNO	CA	93703	FRESNO	BRANDED WHOLESAL	OPEN FOR BUSINESS
636 169208	2003	2003	SHELL	6745 N WEST AVE	FRESNO	CA	93711	FRESNO	BRANDED WHOLESAL	OPEN FOR BUSINESS
637 169303	2003	2003	SHELL	2588 S MAPLE	FRESNO	CA	93706	FRESNO	BRANDED WHOLESAL	OPEN FOR BUSINESS

Exhibit 7

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK
-oOo-

In re: Methyl Tertiary Butyl
Ether ("MTBE") Products
Liability Litigation

Master File No.
1:00-1898

This Document Relates To:

City of Fresno
v. Chevron U.S.A. Inc., et al.,
Case No. 04 Civ. 4973

Case No.
MDL 1358(SAS)

COPY

DEPOSITION OF JATINDER PAUL DHILLON

August 11, 2011 at 9:00 (9:05) a.m.

Before: ERIC L. JOHNSON
RPR, CSR #9771

Taken at:
Fresno, California

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Deposition of Jatinder Paul Dhillon / August 11, 2011

1 Q. I'm sorry. Is that yes?

2 A. Yes.

3 Q. Just to get an answer out loud. Thank you.

4 Do you recall what instructions you were given
5 by the area rep about how to respond to a gas leak or
6 spill at the station? What did they tell you to do, in
7 other words?

8 A. They -- they told us if spill happen what we
9 are supposed to do, how to clean up, and if it was more
10 than that we are to call the fire department, or
11 whatever. Details and everything was in that book.

12 Q. When you say how to clean up, do you remember
13 anything more specifically about how you were told to
14 clean up?

15 A. Small spill or large spill?

16 Q. Start with a small spill.

17 A. Okay. We put like a cat litter and we have a
18 drum there which is picked up by a -- some company who
19 used to take care of those -- what you call -- we
20 dispose them through one company.

21 Q. When you say it was a cat litter, we have heard
22 some people talk about a product that was like kitty
23 litter.

24 A. Like kitty litter, yes.

25 Q. Do you remember the name of the product that

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1 A. Right.

2 Q. So was that a container that was used just for
3 the purpose of that cat litter product?

4 A. Yes. Yes.

5 Q. Do you have a recollection as to what company
6 was used to pick that up at --

7 A. I don't --

8 Q. -- 26 -- one second here.

9 A. Sorry.

10 Q. -- at 2619 South East Avenue?

11 A. No.

12 Q. Okay. I am going to try to just make sure we
13 are clear what station we are talking about --

14 A. Right.

15 Q. -- since I think you have had five. If you are
16 ever not clear, please let me know. I mean, we are --
17 we are mostly going to be talking about the East Avenue
18 station, but if you are ever not clear, please indicate.

19 A. Yes.

20 Q. In fact, why don't we -- why don't I just
21 say if we refer to the station, we are referring to
22 2619 South East Avenue. Is that fair?

23 A. That's fair.

24 Q. All right. Now, you mentioned a moment ago, I
25 think you asked about a small spill versus a large

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1 A. No, I don't remember.

2 Q. When you bought the station was it branded
3 Texaco at that point?

4 A. Yes.

5 Q. Did the branding on the station ever change
6 over the years?

7 A. Yes.

8 Q. What did it first change to?

9 A. Because Shell and Texaco is bought by Shell, so
10 it was Shell, and it has been Shell after that.

11 Q. Do you recall approximately what year it
12 changed to Shell?

13 A. I don't remember.

14 Q. Do you recall if that was in the '90s or 2000s?

15 A. I -- I am not sure. I don't know.

16 Q. We may see some --

17 A. Documents I can tell you about? I don't
18 remember.

19 Q. So was the station branded Shell at the time
20 you stopped operating it in 2009?

21 A. Yes.

22 Q. During the time the station was branded Texaco,
23 where were you obtaining gas deliveries from?

24 A. In the beginning we used to buy from Texaco.

25 Q. So when you first took over the station you

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1 selling you Shell branded gas, or did you have an
2 understanding?

3 A. That's what contract says, yes.

4 Q. So is it correct, maybe if I can summarize it
5 this way, is it your understanding, then, you were
6 always buying company branded gas either from Texaco or
7 then Shell?

8 A. Yes.

9 (Deposition Exhibit 3 marked
10 for identification)

11 MR. EICKMEYER: Let me show you what I am
12 marking as Exhibit 3. Exhibit 2, you can just put
13 aside in the pile if you'd like. Exhibit 3 is the
14 letterhead of Fresno County Health Services Agency,
15 date November 13, 1995, addressed to Mr. Dhillon.
16 Bates is FCDEH-FRESNO-050249 through 050252.

17 Q. Mr. Dhillon, do you recall having received this
18 letter?

19 A. My signature. Yes.

20 Q. And I was going to get to that, on the third
21 page of the packet, Bates ending in 251. Do you
22 recognize your signature where it says "Received By"?

23 A. Yes.

24 Q. And at the bottom of the last page in the
25 packet Bates ending in 252, would that be your signature

Deposition of Jatinder Paul Dhillon / August 11, 2011

1 at the bottom left?

2 A. Yes.

3 Q. Now, on the -- going back to the front of the
4 packet, the Bates ending in 249, under your name I see
5 there's an address on Huntington Boulevard. Was that
6 your home address, or what was that?

7 A. That's the landlord's address.

8 Q. Oh, the Pricketts' address?

9 A. Pricketts' address.

10 Q. I want to ask you about some of the numbered
11 items on the first page. It says No. 1, Annual tank
12 test -- sorry. "Annual tank tightness tests have not
13 been performed. Tests must be performed annually," end
14 quote.

15 Do you recall being told this by the county
16 inspector, that there needed to be annual tank tightness
17 tests?

18 A. Yeah, that's what the letter says. Yes.

19 Q. Do you recall if you took any action in
20 response to this letter?

21 A. Yes.

22 Q. Whose responsibility was it during this 1995
23 time frame to conduct tank tightness tests?

24 A. Mine. I was responsible.

25 Q. Did that responsibility ever change during the

Deposition of Jatinder Paul Dhillon / August 11, 2011

1 years you operated that station?

2 A. No.

3 Q. For item No. 2, it says, "Line leak detectors
4 have not been installed. Detectors must be installed,
5 maintained, and tested annually," end quote.

6 Do you recall taking any action in response to
7 that?

8 A. Yes.

9 Q. What did you do?

10 A. To get the things done what they want us to do.

11 Q. Do you recall if you hired a company or service
12 to --

13 A. Yes.

14 Q. -- install any detectors?

15 A. Yes.

16 Q. Do you recall if you had any conversations with
17 Kerry Oil, Mr. Kerry or the company, as to why there had
18 not been any line leak detectors installed before?

19 A. I think they were not required before that.

20 Q. No. 3 says, "A hazardous materials business
21 plan has not been updated. A current business plan must
22 be submitted to this office," end quote.

23 Do you recall if you took any response in
24 regard to that?

25 A. Yes.

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1 Q. What did you do?

2 A. We submitted it.

3 Q. No. 4 says, "Annual tightness tests have not
4 been performed on pressurized product lines," end quote.
5 Do you recall if you took any response to that?

6 A. Yes.

7 Q. What was that?

8 A. If I remember right, this was delayed because
9 we were in process to -- landlord was in process to
10 change the new tanks and the new pipes and everything.
11 That's the reason they are in the permit -- time of
12 getting permits and everything. That's why it was not
13 done timely after that because we were putting in new
14 tanks and new pipes, and all kind of this.

15 Q. Do you recall if anyone from the county ever
16 indicated that Kerry Oil, the previous owners, had not
17 been submitting the information requested here?

18 A. No.

19 Q. Let me ask you, on the very back page of the
20 packet, there's a couple of checked lines. And I think
21 there's one that wasn't mentioned in the cover letter.
22 It is the third X down, about the middle of the page.
23 Says starting with "inventory." You see that line?

24 A. Mm-hmm.

25 Q. I will read that into the record. It says,

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1 "Inventory reconciliation or tank gauging annual summary
2 reports are not being submitted. Annual summary reports
3 must be submitted to this office," end quote.

4 Do you recall if you took any response to that
5 item?

6 A. We gave them the copies. We never knew that we
7 were supposed to, but at that time the law changed, we
8 give them all the copies, yes.

9 Q. Now, when it mentions inventory reconciliation
10 or tank gauging, was there something being done at this
11 time frame, 1995, to check the amount of gas in the
12 underground storage tanks?

13 A. Yes.

14 Q. We have heard from other witnesses about taking
15 a stick measurement. Were you doing that kind of
16 process?

17 A. That time it was stick, yes.

18 Q. Did that later change from stick measurement to
19 something else?

20 A. Something else, yes.

21 Q. Do you recall, did that change when the tanks
22 were replaced or when did that change?

23 A. When the tanks were replaced.

24 Q. What kind of system was used after the tanks
25 were replaced? I am just asking generally, was it an

Deposition of Jatinder Paul Dhillon / August 11, 2011

1 electronic system?

2 A. Electronic system.

3 Q. During the time the stick measurements were
4 being taken, how often were those taken?

5 A. Every morning.

6 Q. Who is responsible for the stick measurements?

7 A. The employee who opens the store.

8 Q. Was there some kind of reconciliation done to
9 try and determine if what was measured with the stick
10 matched what was expected to be in the tank?

11 A. Yes.

12 Q. Can you describe that process?

13 A. Our bookkeeping system was like that to --
14 because they know how much gas we sold and how much gas
15 we missing from the tank, should match.

16 Q. Was there a particular amount of gallons of
17 discrepancy that would cause reason for investigation if
18 what was measured in the tank didn't match what you
19 expected to be there?

20 A. If it is difference between more than 20, 30
21 gallons, we do check it around there.

22 Q. Do you recall how many times there was a
23 difference of more than 20 or 30 gallons found at the
24 station?

25 A. Never. I don't remember that happening.

Deposition of Jatinder Paul Dhillon / August 11, 2011

1 (Break taken at 10:06 a.m.)

2 THE VIDEOGRAPHER: This begins videotape No. 2
3 in the deposition of Paul Dhillon. We are on the record
4 and the time is 10:11 a.m.

5 MR. EICKMEYER: Q. Mr. Dhillon, before we go
6 on to the next exhibit, I think you mentioned a moment
7 ago before the break that someone from the company would
8 come by on occasion and look at your purchase records to
9 see you were purchasing gas from the company?

10 A. Yes.

11 Q. When that person came by, was that called an
12 area rep, or what was their title?

13 A. Area rep.

14 Q. Did that area rep ever give you any training
15 about how to respond to a gasoline leak or spill at the
16 station?

17 MR. YBARRA: Objection; asked and answered.

18 THE WITNESS: I already answered this question.
19 They already trained me, they gave me the booklet to do
20 all those kind of things.

21 MR. EICKMEYER: Well, okay. Thank you. I'm
22 sorry. Let me -- let me try to ask it a little better.

23 Q. Beside that initial training that you
24 mentioned, when they would come out to the station
25 periodically, did they ever give you any more training?

Deposition of Jatinder Paul Dhillon / August 11, 2011

1 A. They send us some videos to update those
2 things, yes, they do.

3 Q. Did they ever give you any different
4 instructions other than using the kitty litter product
5 that you discussed earlier?

6 A. For small spills or what?

7 Q. Right. Did they ever tell you any different
8 way that you should be cleaning up a small spill or leak
9 at the station?

10 A. Yes, there are different ways, too.

11 Q. What else did they tell you beside the kitty
12 litter product?

13 A. Some other product come on the market, to buy
14 those if you want to, or use this products, or different
15 products are available.

16 Q. Did they ever tell you that you should switch
17 from the kitty litter product --

18 A. No.

19 Q. -- to some other one?

20 A. No.

21 Q. Did you continue using the kitty litter product
22 during the entire time you operated the East Avenue
23 station?

24 A. Yes.

25 Q. Approximately how often would the area rep come

Deposition of Jatinder Paul Dhillon / August 11, 2011

1 Q. Now, the next sentence says, "Sampling of soils
2 in the vicinity of the former USTs indicated a
3 releases of" -- releases, plural -- "of petroleum
4 product. Subsequent work showed that the leaking USTs
5 had caused extensive soil contamination. We believe the
6 vertical extent of soil impacts have reached the water
7 table," end quote.

8 Do you recall when you received this letter
9 taking any action in response to this information?

10 A. Yes.

11 Q. What did you do?

12 A. I gave it to Saboor, ASR Engineering to handle
13 this.

14 Q. Had you heard before this letter that there
15 were releases of petroleum product that had been found
16 to cause soil contamination and reached the water table?

17 A. Yes.

18 Q. Now, the next sentence says, "In our review of
19 the case file, we found that petroleum hydrocarbons were
20 detected in soils at the site at concentrations as high
21 as 98,000 mg/kg as diesel, 43,000 mg/kg as TPH-G, 390
22 mg/kg as benzene and 10,000 mg/kg as methyl T-butyl
23 ether (MTBE)."

24 As far as the numbers that I just read here, do
25 you recall ever hearing those numbers before you

Deposition of Jatinder Paul Dhillon / August 11, 2011

1 received this letter?

2 A. Honestly, we don't really know -- understand
3 what this says over here because we give it to ASR
4 Engineering to handle the problem.

5 Q. The MTBE that was listed here at the end of the
6 sentence, had you ever heard of MTBE before receiving
7 this letter?

8 A. I just explain to you because this kind I have
9 no knowledge. Above my head. So we just gave it to
10 Saboor, ARS Engineering to handle this problem.

11 Q. Well, I am asking a little different question
12 now, not as far as this specific number there. But had
13 you ever heard of MTBE from anywhere before this letter?

14 A. No.

15 Q. Do you recall ever hearing or learning that
16 MTBE was used as an additive in gasoline?

17 A. Yes, I heard that.

18 Q. Do you recall when you heard that MTBE started
19 being used in gasoline?

20 A. Started being used?

21 Q. Right. What year? What time frame?

22 A. I don't remember.

23 Q. Do you recall ever hearing that MTBE was no
24 longer being added to gasoline?

25 A. I remember that.

Deposition of Jatinder Paul Dhillon / August 11, 2011

1 Q. Do you recall when that occurred?

2 A. No.

3 Q. Do you recall if you were ever given any kind
4 of stickers mentioning MTBE to put on the gas
5 dispensers?

6 A. I think they come -- they put stickers on my
7 pump, yes, long time ago.

8 Q. Do you recall what those stickers said?

9 A. I don't remember.

10 Q. Do you recall where you received those stickers
11 from?

12 A. I think the gas company did the -- put the
13 stickers there.

14 A. Do you recall ever being told that gasoline
15 that contained MTBE needed to be handled differently
16 from gas that did not contain MTBE?

17 MR. YBARRA: Objection; lacks foundation.

18 THE WITNESS: No, I didn't.

19 MR. EICKMEYER: Q. Do you recall if you ever
20 received a Material Safety Data Sheet, or MSDS, for
21 gasoline?

22 A. I don't understand.

23 Q. Any document called an MSDS, do you remember
24 ever receiving one of those?

25 A. I don't remember.

Deposition of Jatinder Paul Dhillon / August 11, 2011

1 MR. EICKMEYER: I have got a few follow up. I
2 think I can ask from here, if everybody can hear me.

3 EXAMINATION BY MR. EICKMEYER

4 MR. EICKMEYER: Q. Let me just ask, sir, I'm
5 not sure if we clarified. We talked before about, I
6 think you called them area reps that would come by on
7 occasion?

8 A. Yes.

9 Q. During the years it was a Texaco branded
10 station, were those area reps coming out from the Texaco
11 company?

12 A. Yes.

13 Q. During the years it was a Shell branded
14 station, were those area reps from the Shell Company?

15 A. Yes.

16 MR. EICKMEYER: Okay. Nothing further. Thank
17 you.

18 MR. YBARRA: Nothing on mine.

19 MR. EICKMEYER: Anybody else on the phone?
20 Hearing nothing, I guess we can conclude.

21 THE VIDEOGRAPHER: One moment, please. This
22 concludes today's proceedings in the deposition of Paul
23 Dhillon. The number of videotapes used is a total of
24 three. We are now going off the record, and the time is
25 12:06 p.m.

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Deposition of Jatinder Paul Dhillon / August 11, 2011

1 STATE OF CALIFORNIA)
2 COUNTY OF STANISLAUS) ss.

3 I, ERIC L. JOHNSON, do hereby certify that I am a
4 licensed Certified Shorthand Reporter, duly qualified
5 and certified as such by the State of California;

6 That prior to being examined, the witness named in
7 the foregoing deposition was by me duly sworn to testify
8 to tell the truth, the whole truth, and nothing but the
9 truth;

10 That the said deposition was by me recorded
11 stenographically at the time and place herein mentioned;
12 and the foregoing pages constitute a full, true,
13 complete and correct record of the testimony given by
14 the said witness;

15 That I am a disinterested person, not being in any
16 way interested in the outcome of said action, or
17 connected with, nor related to any of the parties in
18 said action, or to their respective counsel, in any
19 manner whatsoever.

20

21 DATED: August 29, 2011

22

23

EJ.
Eric L. Johnson, CSR, RPR

24

25

Exhibit 8

IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA
IN AND FOR THE COUNTY OF SAN FRANCISCO

--o0o--

SOUTH TAHOE PUBLIC UTILITY
DISTRICT,

Plaintiff,

vs

ATLANTIC RICHFIELD COMPANY
("ARCO"); ARCO CHEMICAL COMPANY;
SHELL OIL COMPANY; CHEVRON
U.S.A., INC.; EXXON CORPORATION;
B.P. AMERICA, INC.; TOSCO
CORPORATION; ULTRAMAR, INC.;
BEACON OIL CO.; USA GASOLINE
CORPORATION; SHELL OIL PRODUCTS
CO.; TERRIBLE HERBST, INC.;
ROTTEN ROBBIE; J.E. TVETEN
CORP.; TAHOE TOM'S GAS STATION;
THE SOUTHLAND CORP.; PARADISE
CHEVRON; and DOES 1 through 600,
inclusive,

Defendants.

No. 999128
THIS TRANSCRIPT
CONTAINS
CONFIDENTIAL
MATERIALS

--o0o--

WEDNESDAY, JULY 26, 2000
10:07 A.M.

--o0o--

DEPOSITION OF
JOEL MASCITELLI

--o0o--

CATHLEEN SLOCUM, CSR
License No. 2822

1 product specifications for the company. So I'm sure
2 that he may have had some responsibility at that time.

3 Q At the time you left the company, were these
4 three gentlemen still employed by Ultramar?

10:33:00 am 5 A Yes, they were.

6 Q As far as you know are they still employed by the
7 company?

8 A I believe they, all three of them still are.

9 Q Prior to 1996, and let's take the 1990 through
10 1996 time period, was Ultramar a member of the
11 American Petroleum Institute?

12 A We were a member, and I don't remember the exact
13 year, up until sometime in -- it could have been, you
10:33:30 am 14 know, right after the IPO which was in '92. '93, '94
15 we dropped our membership in the API.

16 Q And was there a particular reason why the
17 membership was dropped?

18 A Cost.

19 Q Was the American Petroleum Institute a source of
20 information regarding other gasoline companies'
21 experiences with gasoline in terms of environmental
10:34:00 am 22 fate?

23 A They were one of the sources, yes.

24 Q And just so I'm clear, Ultramar stopped becoming
25 a member of American Petroleum Institute in

1 approximately 1992 because of cost?

2 A Yeah, '92, '93. Cost and the fact that we felt
3 that we were getting similar type information from
4 other associations.

5 Q All right. And what other associations would
6 those be?

7 A The main one was the NPRA, National Petroleum
10:34:30 am 8 Refiners Association, and then there was also a West
9 Coast association. I believe it was WSPA, Western
10 States Petroleum Association.

11 Q And when was Ultramar a member of the NPRA?

12 A They were, they've been a member, you know, from
13 when I started with the company until when I left.

14 Q Okay. And how long has Ultramar been a member of
10:35:00 am 15 WSPA?

16 A My recollection would be they probably were,
17 became a member after the acquisition of the
18 Wilmington refinery which was in '89. I mean, excuse
19 me, prior to that they could have been an associate
20 member, but I don't remember that.

21 Q And did the NPRA generate materials that it
10:35:30 am 22 shared with members regarding the environmental fate
23 of gasoline?

24 A The NPRA shares materials on environmental
25 matters, gasoline and otherwise, yes.

1 testified earlier that Ultramar was also involved in
2 the retail gasoline business at the time?

3 A Yes.

4 Q As part of the choice of oxygenates, was any
5 consideration given to the underground storage tanks
6 at the retail facilities in terms of the choice of
7 oxygenates?

11:01:30 am 8 A No.

9 Q Was there any, in conjunction with this
10 decision-making process on the choice of oxygenates,
11 was any program instituted regarding tank upgrades or
12 tank inspections of any sort?

13 A Well, at that same period of time the company was
14 upgrading all of their underground storage tanks and
11:02:00 am 15 their retail stations to meet, you know, a deadline
16 when you were supposed to have these, you know, there
17 was a deadline. I can't remember what it was. It
18 could have been sometime in '98, '99. But we were
19 upgrading, basically on a program to upgrade all of
20 the underground storage tanks to meet the new
21 regulations.

22 Q And you think that this program culminated either
11:02:30 am 23 in 1998 or 1999?

24 A I believe so. And I think -- and, again, it's my
25 recollection that we were, you know, somewhere like 60

1 to 70 percent done when I left the company in '97.

2 And I know that at that point in time we were
3 essentially ahead of the program as far as the number
4 of sites we needed to get done on a yearly basis.

5 Q So when you left the company in 1977, taking the
11:03:00 am 6 converse of what you said, approximately 30 to 40
7 percent of the Ultramar retail stations had not yet
8 had their underground storage systems upgraded?

9 A Yeah, they would be less than 30 percent.

10 Q Less than 30 percent but more than 25 percent?

11 A Hell, again, it's somewhere in that range.

12 Q All right. And do you know what type of storage
11:03:30 am 13 tanks were being installed to meet the California
14 government regs which required upgraded storage tank
15 facilities at retail stations?

16 A I'm pretty sure that in all sites that we were
17 working on we were going to double-walled tanks.

18 Q Do you know if the upgraded -- well, did
11:04:00 am 19 Ultramar own a number of its own stations?

20 A Yes, they did.

21 Q When I say own, that means they own the site
22 where the gas station was located?

23 A I believe in most of the cases they owned the
24 land where the station was located, yes.

25 Q And that would also include obviously the

1 A Yes.

2 Q From 1996 until you retired from the company, are
3 you aware of any program by Ultramar that required
11:10:00 am 4 independent dealers that purchased gasoline from
5 Ultramar to certify that their tanks weren't leaking
6 to Ultramar prior to a purchase of gas from Ultramar?

7 A I was not aware of that, no.

8 Q Are you aware of any program at Ultramar to
9 determine if the non-branded stations receiving
10 Ultramar gas after 1996 in California -- strike that
11:10:30 am 11 question.

12 Do you know if Ultramar after 1996 in
13 California had any program to inspect unbranded
14 stations that received Ultramar gasoline in terms of
11:11:00 am 15 whether they had any leaks in their underground
16 storage tank systems?

17 A No, I was not aware of any.

18 Q Now, going back to the decision-making analysis
19 that was undertaken when Ultramar was determining
20 which oxygenate to select, do you know if any members
11:11:30 am 21 of Ultramar ever asked ARCO Chemical to discuss their
22 experiences with MTBE in terms of its environmental
23 fate?

24 A I'm not aware of any, any requests, no.

25 Q Do you recall as you sit here today ever seeing

11:16:30 am 1 an oxygenate in 1996?

2 A No, I'm not.

3 Q Did you attempt to contact anybody at Shell to
4 discuss their experience with the use of MTBE in
5 gasoline --

6 A No.

7 Q -- prior to 1996?

8 A No, I did not.

9 Q Do you know of anybody at Ultramar that attempted
10 to contact anybody at Shell regarding their experience
11:17:00 am 11 with MTBE in gasoline prior to 1996?

12 A No.

13 Q Are you aware of anybody at Ultramar that
14 attempted to contact anybody at ARCO regarding its
15 experience with MTBE in conjunction with the
16 decision-making process to use MTBE in 1996?

17 A No, I'm not.

18 Q Did Ultramar engage in any independent research
19 regarding the environmental fate of MTBE before it
11:17:30 am 20 decided to use it as an oxygenate in gasoline?

21 MS. MILNER: Objection. Asked and answered.

22 MR. SAWYER: Go ahead, sir.

23 THE WITNESS: Did we do independent research?

24 MR. SAWYER: Q Yes, sir, in-house research.

25 A No, we did not.

11:18:00 am 1 Q In conjunction with the Environmental Impact
2 Report with respect to the Wilmington refinery
3 modifications when you were going to go to MTBE, do
4 you know if Ultramar did any independent in-house
5 analysis of the environmental effects of MTBE as part
6 of the EIR process?

11:18:30 am 7 MS. MILNER: Objection. Misstates the
8 witness' prior testimony. He testified that the
9 construction and the permitting was done for, not for
10 MTBE but for the CARB RFG requirements.

11 MR. SAWYER: That's a point.

12 Q Was any environmental impact analysis done with
13 respect to the use of or the introduction of MTBE at
14 the Wilmington refinery?

15 A Not that I'm aware of unless -- I mean, here
16 again, it potentially could have been required under
17 the Environmental Impact Report but I wasn't aware of
18 an independent study.

11:19:00 am 19 Q So you're not sure whether or not it was included
20 as part of the Environmental Impact Report?

21 A No, I'm not.

22 Q When MTBE was first introduced into gasoline and
23 Ultramar at its Wilmington refinery facility, was
24 there any analysis undertaken as to whether any
25 warning should accompany the sale of the gasoline?

11:19:30 am 1 A Again, it would fall under the regulations as far
2 as any kind of product labeling requirements that were
3 required at that time. And so if there, if there was
4 a requirement to have the products labeled
5 appropriately, I mean, you know, with the use of MTBE,
6 then I'm sure that we would have followed that.

7 Q Just so I'm clear on your testimony then, if the
11:20:00 am 8 government required Ultramar to issue a warning, then
9 they'd issue a warning, but they weren't going to do
10 any warnings on their own; is that correct?

11 A Correct.

12 MS. MILNER: Objection. Argumentative.

13 MR. SAWYER: Did you get the answer,
14 "Correct"? All right. Thank you.

15 Q In conjunction with the decision-making process
11:20:30 am 16 of selecting the oxygenate to use to meet CARB
17 requirements, were there any discussions regarding the
18 affects of MTBE on groundwater?

19 MS. MILNER: I'm sorry, could I ask the
20 court reporter to repeat that.

21 MR. SAWYER: Absolutely.

22 MS. MILNER: Thanks.

23 (Thereupon the record was read back.)

24 THE WITNESS: I don't remember any specific
11:21:00 am 25 discussions about that, no.

1 MR. SAWYER: Q Do you have any recollection
2 whatsoever regarding that particular subject matter
3 coming up during the decision-making process?

4 A No, I don't.

5 Q At some point after the decision was made to use
11:21:30 am 6 MTBE at the Wilmington refinery and to the point that
7 you retired from the company, do you recall any
8 discussions regarding the effects of MTBE on
9 groundwater?

10 A No.

11 Q From the point that Ultramar first used MTBE as
11:22:00 am 12 an oxygenate at the Wilmington refinery until the
13 point you retired, do you recall whether or not there
14 were any meetings at which the subject of MTBE
15 groundwater contamination was discussed?

16 A I don't remember any. No, I don't.

17 Q Now, you indicated that Ultramar relied on what
11:22:30 am 18 you called its outside experts to, on the issue of
19 choice of oxygenates and its impact on the
20 environment. Do you recall ever reviewing any
21 literature from any of the organizations that Ultramar
22 belonged to regarding the effects of MTBE on
23 groundwater?

24 A I don't remember any, receiving anything on
11:23:00 am 25 that.

CERTIFICATE OF CERTIFIED SHORTHAND REPORTER

I, CATHLEEN S. SLOCUM, a Certified Shorthand Reporter, in and for the State of California, duly appointed and commissioned to administer oaths, do hereby certify:

That I am a disinterested person herein; that the witness, JOEL MASCITELLI, named in the foregoing deposition, was by me duly sworn to testify the truth, the whole truth, and nothing but the truth; that the deposition was reported in shorthand by me, Cathleen S. Slocum, a Certified Shorthand Reporter of the State of California, and thereafter transcribed into typewriting.

IN WITNESS WHEREOF, I have hereunto set my hand as a Certified Shorthand Reporter on this 31 of July, 2000.

Cathleen Slocum

Cathleen Slocum
Certified Shorthand Reporter
License Number 2822

--oOo--

Exhibit 9

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

In Re: Methyl Tertiary Butyl Ether ("MTBE")
Products Liability Litigation

Master File No. 1:00-1898
MDL 1358 (SAS)
M21-88

This Document Relates to:

City of Fresno v. Chevron U.S.A Inc., et al.
No. 04 Civ. 04973 (SAS)

Expert Report of Marcel Moreau

Marcel Moreau Associates

Portland, Maine

Marcel Moreau

November 2, 2011

INTRODUCTION

INTRODUCTION

Qualifications

I am a nationally recognized expert in underground petroleum storage systems. Since 1983 I have worked exclusively in the petroleum storage field, chiefly in the areas of regulation, storage system design, leak detection technology, and regulatory compliance assessment.

I have served as consultant to many private and governmental clients, including the U.S. Environmental Protection Agency (EPA), the Chesapeake Division of the U.S. Navy, the Petroleum Equipment Institute, the American Petroleum Institute (API), and the California State Water Resources Control Board.

I have provided technical training concerning underground storage tank systems to state regulatory personnel in Alabama, Alaska, Arizona, California, Colorado, Delaware, District of Columbia, Florida, Georgia, Hawaii, Idaho, Illinois, Indiana, Iowa, Kansas, Kentucky, Louisiana, Maine, Maryland, Massachusetts, Michigan, Minnesota, Mississippi, Missouri, Montana, Nebraska, Nevada, New Jersey, New Mexico, New York, New Hampshire, Oregon, Pennsylvania, South Carolina, South Dakota, Tennessee, Texas, Utah, Vermont, Virginia, Washington, West Virginia, Wisconsin, and Wyoming.

I have authored a chapter discussing the federal underground tank regulatory program in the *Handbook of Storage Tank Systems*, a textbook sponsored by the Steel Tank Institute. I am a regular columnist for *L.U.S.T.Line*, a U.S. EPA-funded bulletin that covers issues associated with underground storage tank systems.

I have co-authored a paper entitled "MTBE as a Ground Water Contaminant," published in the 1986 *Proceedings of the Petroleum Hydrocarbons and Organic Chemicals in Ground Water – Prevention, Detection and Restoration – A Conference and Exposition* co-sponsored by the API and the National Water Well Association (NWWA).

As a consultant to the Petroleum Equipment Institute (PEI), I have worked with PEI committees to produce eight industry recommended practices, including:

- *Recommended Practices for Installation of Underground Liquid Storage Systems* (1997, 2000, and 2005 editions)

INTRODUCTION

- *Recommended Practices for Installation of Aboveground Storage Systems for Motor Vehicle Fueling* (1999 and 2003 editions)
- *Recommended Practices for Installation and Testing of Vapor-Recovery Systems at Vehicle-Fueling Sites* (2004 edition)
- *Recommended Procedure for Testing Electrical Continuity of Fuel-Dispensing Hanging Hardware* (2002 edition)
- *Recommended Practices for Inspection and Maintenance of Motor Fuel Dispensing Equipment* (2005 edition)
- *Recommended Practices for Overfill Prevention for Shop-Fabricated Aboveground Tanks* (2007 edition)
- *Recommended Practices for the Inspection and Maintenance of UST Systems* (2008 edition)
- *Recommended Practices for the Design and Maintenance of Fluid-Distribution Systems at Vehicle Maintenance Facilities* (2009 edition)
- *Recommended Practices for the Installation of Marina Fueling Systems* (2009 edition)

I have discussed storage tank issues with editors from the trade publications *National Petroleum News* (NPN) and *Convenience Store News* and reporters from the television news magazine *60 Minutes*.

Since 1991, I have been the president of Marcel Moreau Associates in Portland, Maine, a consulting firm providing information and educational services related to petroleum storage tank systems for government, industry trade organizations, and private sector clients.

A significant facet of my professional career is the analysis of underground storage tank system failure.

I have testified as an expert witness regarding the sources and potential effects of MtBE releases from underground gasoline storage tanks in several prior MtBE litigations, including:

- *City of New York v. Amerada Hess et al.*, United States District Court, Southern District of New York, MDL No. 1358, Master File C.A. No. 1:00-1898 (SAS)
- *South Tahoe Public Utility District v. Atlantic Richfield Co., et al.* San Francisco Superior Court Case No. 999128
- *Communities for a Better Environment v. Unocal Corp., et al.*, San Francisco Superior Court Case No. 997013

INTRODUCTION

- *Dunne, et al. v. Shell Oil Company*, Index #96-13856T, Supreme Court of the State of New York, County of Westchester

Disclosures

A listing of my publications and the cases for which I have provided deposition and trial testimony is contained in my curriculum vitae which is attached to this report as Appendix A.

I am being compensated for my time at the rate of \$275 per hour. No portion of my compensation is contingent upon the outcome of this litigation.

It is my understanding that discovery in this case is ongoing. I reserve the right to supplement this report and modify any opinions presented herein based on any additional documents or information that I may review or that may be produced in conjunction with this case.

Overview

At the request of plaintiffs, I have been asked to review industry documents and draw on my knowledge and experience in underground storage tank systems, which I will refer to as “UST systems” throughout this document, to render opinions concerning the following six topics:

- I. What are the components of UST systems and how do petroleum releases typically occur from these systems?
- II. What is the efficacy of leak detection methods in detecting leaks from underground petroleum storage systems, especially if the petroleum leaking from the storage system contains MtBE?
- III. What information was available to the petroleum marketing industry concerning the integrity of UST systems during the time when gasoline/MtBE mixtures were stored in UST systems?
- IV. What is the MtBE problem, what did the oil industry know during the 1980s and 1990s about the MtBE problem, what steps did they take to address the problem, and what warnings did they provide in response to the problem?

INTRODUCTION

- V. What does the widespread occurrence of MtBE in groundwater tell us about the standard-of-care required to store and handle gasoline that contains MtBE?

SECTION III

October 1978 - We are Headed for a Catastrophe in Underground Leaks

In October 1978, the *TulsaLetter* quoted a top-level engineer with a major oil company as stating, "We are headed for a catastrophe in underground tank leaks. Over the next five years, U.S. oil companies will spend far more money on the consequences of leaks than they would have spent if they had insisted on the proper installation of the 'right' tanks in the first place."⁸⁷ This quote highlights the long-standing understanding of the nature of the problem of leaks and the reluctance of oil marketing companies to implement technology that would address the leakage problem.

January 1979 – No Cure for Tank Leaks

An article in the January 1979 issue of *NPN* entitled, "Tank Leaks: Like the Common Cold, Nobody's Found a Cure," stated, "Aside from (Stage II) vapor recovery, tank leaks continue to be the biggest concern of gasoline marketers..."⁸⁸ The article went on to describe preliminary results of an ongoing API study that found corrosion was the cause of 82 percent of tank leaks, that 54 percent of leaks occurred in tanks 11 to 15 years old, and that 24 percent of tanks had nine or more perforations when they were removed.⁸⁹ The API study produced results that were of no great surprise to anyone involved with the petroleum marketing industry. The multiple perforations observed in many tanks also pointed to the ineffectiveness of inventory control, the primary method of leak detection in use at the time, in the early detection of leaks.

April 1979 – MtBE Introduced into Gasoline

In April 1979, ARCO Chemical began commercial production of MtBE for use in gasoline.⁹⁰

⁸⁷ "We are headed for catastrophe in underground tank leaks," *TulsaLetter*, October 26, 1978.

⁸⁸ "Tank Leaks: Like the Common Cold, Nobody's Found a Cure," *NPN*, January 1979, pp. 64-66.

⁸⁹ *Ibid.*

⁹⁰ "Information Review, tert-Butyl methyl ether," CRCS Inc., in collaboration with Dynamac Corporation, March 7, 1986, p. 2.

SECTION III**December 1979 – API’s Killmar Reports on Leaks**

In December 1979, the *TulsaLetter* published a presentation given by F. B. Killmar, API specialist in the detection and prevention of underground leaks, to the National Oil Jobbers Council the previous October.⁹¹ Mr. Killmar pointed out that the root cause of the leakage problem was the hundreds of thousands of unprotected steel tanks that had been installed in the 1950s and 1960s. Mr. Killmar noted that “The industry has experienced underground leaks for years.” The difference now, he indicated, was that leaks were more likely to be noticed because of the encroachment of development on UST system facilities, the increasing number of underground utilities that could be adversely affected by leaks, and the failure of UST system operators to detect leaks in a timely fashion.⁹²

1980 – Major Oil Companies Begin Tank Upgrade Programs

Several major oil companies began overhauls of their UST system populations that would continue through most of the 1980s. Common features of these programs included:

- Classifying the station population into “keepers” and “non-keepers.” The distinction between the two populations was usually made on an economic basis, with major expenditures reserved for keeper locations while non-keepers were to be divested to other parties as expeditiously as possible.
- Replacing storage systems at keeper locations with single-walled storage systems constructed of fiberglass or corrosion-protected steel.
- Marginal facilities, keeper locations that were lower priority on the risk scale, and facilities that could not be divested immediately were upgraded with cathodic protection or tank lining that were generally viewed as interim measures to forestall leaks.

⁹¹ “Underground Gasoline Leakage,” *TulsaLetter*, December 3, 1979.

⁹² *Ibid.*

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- Efforts to bolster inventory-control programs to improve their effectiveness in detecting leaks.⁹³

These upgrade programs were not in response to the introduction of MtBE into the nation's fuel supply but were undertaken to reduce environmental liabilities from leaking UST systems.

While many major oil companies initiated tank-upgrading programs in the early 1980s, they owned less than 20 percent of the UST systems in the US.⁹⁴ Smaller fuel retailers, many of who had recently acquired the oil companies' "non-keeper" storage systems, owned approximately another 20 percent of the UST systems.⁹⁵ The majority of UST systems were owned by government agencies, such as military, state, and municipal transportation departments, farmers, and private fleet operators, such as construction and taxi companies.⁹⁶ As of the mid-1980s, most of these smaller tank owners were unaware of the condition of their tanks and would have been "amazed" to learn that the federal government was considering a program to regulate them.⁹⁷ Most of these tank owners did not upgrade their storage system until well into the 1990s.⁹⁸

1980 – First Detections of MtBE in Water Supplies

In 1980, MtBE was detected in a public water well located 1,300 feet from a Shell gas station in Rockaway, New Jersey.⁹⁹ In a separate incident, Gulf, Amoco, and Exxon

⁹³ For examples of specific upgrading programs, the Exxon program is described in a 1983 document entitled, "UGT Program – 1983 Management Committee Presentation"; the ARCO program in a January 31, 1984 document entitled, "Retail Marketing 1984-1986 Tank Integrity Program"; the Mobil program is described in a April 2, 1982 document entitled, "Underground Service Station Product Tank Replacement"; and the Texaco program is described in a February 9, 1982 document entitled, "Proposal to Reduce Costs and Exposure Due to Underground Product Leaks."

⁹⁴ Testimony of William O'Keefe, Vice-President of the API before the Committee on Environment and Public Works of the United States Senate, March 1, 1984, p. 327.

⁹⁵ Letter, with attachment, from Matt Troy, Executive Director of the Long Island Gasoline Retailers Association to Thomas J. Downey, Member of Congress, dated June 27, 1985.

⁹⁶ Testimony of William O'Keefe, Vice-President of the API before the Committee on Environment and Public Works of the United States Senate, March 1, 1984, p. 327.

⁹⁷ Statement of Frederick Killmar, President of Killmar Associates, before the Committee on Environment and Public Works of the United States Senate, March 1, 1984, p. 280.

⁹⁸ "Let's take a brief look at the prospects..." *TulsaLetter*, August 31, 1994, p. 1.

⁹⁹ "Removing Organics From Groundwater Through Aeration Plus GAC," Ronald J. McKinnon and John E. Dyksen, *Journal of the American Water Well Association*, May 1984.

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were involved in an MtBE release in 1981 in Jacksonville, Maryland¹⁰⁰ (see Section IV below).

February 1981 – API Publishes Results of Leak Survey

Since 1977, the API had been collecting survey forms designed to document the nature and causes of UST system leaks. In February 1981, the API published its final report summarizing the results of this survey.¹⁰¹ Some 1,717 survey forms were submitted to the API. Sixty-two percent of the reported leaks were in steel tanks, 31 percent were in steel piping. Ninety-one percent of the tank leaks and 67 percent of the piping leaks were attributed to corrosion.¹⁰² The final results of the API study were, again, no surprise to the petroleum marketing industry. This study pointed again to the widespread awareness and the importance of the UST system leakage problem to the marketing members of the API.

March 1981 – Shell Estimates that 20 Percent of Tanks Leak

Shell Oil employee Ben Thomas estimated that, "...approximately 20 percent of all underground storage tanks leak, leading to the possibility of groundwater contamination."¹⁰³

May 1981 – Rogers Predicts 77 Percent of Tanks Will Leak in 5 to 10 Years

In May 1981, the *TulsaLetter* reported that Chevron was embarking on a program to measure soil properties at 4,500 facilities to determine when the tanks installed there could be expected to leak due to corrosion.¹⁰⁴ Chevron was utilizing the services of Dr. Warren Rogers, who estimated there were one million unprotected steel tanks in the

¹⁰⁰ Anderson deposition in *South Tahoe Public Utility District v. Atlantic Richfield Co. et al.*, August 4, 2000, pp. 36-41; Mickelson deposition in *South Tahoe Public Utility District v. Atlantic Richfield Co. et al.*, January 13, 2000, pp 36-47.

¹⁰¹ "Results of API Tank and Piping Leak Survey," API, February 5, 1981.

¹⁰² Ibid..

¹⁰³ Internal ARCO memo from R. N. Roth to the MTBE file, with a subject line of "Pre Study Conference," March 31, 1981.

¹⁰⁴ "New Computer Service Predicts when Underground Steel Tanks will Leak," *TulsaLetter*, May 29, 1981.

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ground at U.S. service stations and that as many as 77 percent of them would begin leaking over the next five to ten years.¹⁰⁵ Dr. Rogers had been retained by the API to determine a formula to be used in predicting when UST would begin leaking.

June 14, 1981 – Jury Returns \$200,000,000 Verdict Against Chevron

In June of 1981, a jury found Chevron guilty of negligence, trespass, nuisance, and posing an “ultra-hazard” in connection with a gasoline leak in Northglenn, Colorado that entered sewer lines and caused several explosions. News reports indicated the jury verdict could cost Chevron up to \$200 million dollars, although Chevron later denied that the leak was this costly (see July 1982, *The Tank Leak Mess*, in Section III of this report).

March – July 1981 – NFPA Describes the Leaking UST System Problem

A series of three articles written by Martin Henry, the flammable liquids specialist for the NFPA, appeared in the *NFPA Fire Journal* in 1981. The first article presented an overview of the leaking UST system problem and noted that, “In one eastern state, in a two-and-half year period, 115 homes had to be temporarily vacated; 8 homes were destroyed; 3 explosions occurred; 17 persons were injured; 14 public water supplies, which affected 800,000 users, were threatened; and the water quality of 104 wells was seriously damaged.”¹⁰⁶ These numbers make clear the emerging magnitude of the leaking UST system problem and the potential liability posed by the many tens of thousands of storage systems owned by major oil companies. The article also noted that, “...it is widely acknowledged that most leaks are never reported. Most states require that the individuals responsible for the leak make official notification to the proper authorities. Yet, almost every reported case of leakage results from a third-party complaint involving pollution or fire hazard.”¹⁰⁷ Despite the rising awareness and the increasing numbers of reported incidents, it was clear that the true magnitude of the problem was still unknown.

¹⁰⁵ Ibid.

¹⁰⁶ “Underground Leakage of Hydrocarbons – An Overview of a Potential Fire Problem,” Martin F. Henry, *NFPA Fire Journal*, March 1981.

¹⁰⁷ Ibid.

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January 1982 – API Considers a Tank Leak Strike Force

The API considered the formation of a “Tank Leak Strike Force” that would provide immediate response to leak incidents.¹⁰⁸ The purpose of the strike force was to respond to “...the growing number of underground tank leaks before things get out of hand.”¹⁰⁹ A recurring problem had been that when petroleum product appeared in sewers, basements, and water supplies no tank owner would assume responsibility for the incident. This frequently led to adverse publicity for the oil marketing industry. The committee charged with putting together this strike force included Gulf, Texaco, Union Oil, Amoco, Chevron, and Shell. Chevron’s marketing vice-president, Don Mulit, apparently “...urged the group to tackle the problem as quickly as possible, noting that his company was only one of a number of firms that had been clobbered in the courts and held responsible for underground leaks at hinterland service stations.”¹¹⁰ Despite Chevron’s pleas, the tank leak strike force was never created.

February 1982 – Major Oil Companies Divest Themselves of Storage Systems

Texaco personnel wrote a document at about this time entitled “Proposal to Reduce Costs and Exposure to Underground Product Leaks.”¹¹¹ This document provides an example of a cost reduction strategy that was extensively used by major oil marketers from the mid-1970s to the mid-1980s. This strategy was to “...divest ownership of underground storage systems at locations other than Investment Stations.”¹¹² The basic strategy was to reduce the costs and risks posed by UST leaks by transferring ownership of the storage systems to the facility owners or operators.

This document presents the numeric results of Texaco’s divestment strategy. In 1976, Texaco owned tanks at 11,254 service stations. In 1980, Texaco owned tanks at

¹⁰⁸ “API Ponders Tank Leak Strike Force,” *NPN*, January 1982.

¹⁰⁹ *Ibid.*

¹¹⁰ *Ibid.*

¹¹¹ “Proposal to Reduce Costs and Exposure Due to Underground Product Leaks,” February 9, 1982 (date approximate), Hitchcock deposition *In re: MtBE Products Liability Litigation*, May 2, 2007, Exhibit 4.

¹¹² *Ibid.*, Bates # CITYNY 201123.

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5,271 service stations.¹¹³ In four years, Texaco had sold off more than half of the UST systems it owned.

Prior to the 1980s, it was common practice for oil suppliers to own the UST systems at retail facilities, even at facilities where they did not own the property or directly operate the facility. By owning the storage systems, oil companies could control what product went into them and effectively prevent a facility from buying a different brand of product. For example, if Texaco owned the tanks, then it could prohibit the facility operator from buying lower-quality gasoline and selling it under the Texaco brand.

As the cost of leaks increased, however, this practice became unattractive to the oil companies. A facility that only sold a small amount of product might have a very expensive leak, so it was not worth accepting this large liability for only a small profit on the sale of gasoline. The small profits also did not justify the cost of replacing the storage system with a more leak-resistant one. The easy answer to this problem was to sell the storage system, often for a nominal sum, such as one dollar, to the facility owner or operator.¹¹⁴ The new owner typically continued to operate the UST system, generally unaware of the risks he had just acquired.

May, 1982 – Major Oil Companies Describe Tank-Upgrading Programs

The May 1982 edition of the *TulsaLetter* reported, “Most marketers, by this time, have had at least one costly experience with an underground oil spill. They have discovered that the expense of coping with liability claims and environmental requirements, growing out of tank leaks, can far exceed other routine marketing costs.”¹¹⁵ This issue of the *TulsaLetter* also summarized presentations given by three major oil companies (Texaco, Shell, and Exxon) at the spring meeting of the API marketing division concerning the nature and scope of their UST upgrading and replacement programs.

¹¹³ Ibid., Bates# CITYNY 201116.

¹¹⁴ Letter, with attachment, from Matt Troy, Executive Director of the Long Island Gasoline Retailers Association to Thomas J. Downey, Member of Congress, dated June 27, 1985.

¹¹⁵ “Testing and replacement of underground tanks...” *TulsaLetter*, May 20, 1982.

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July 1982 – NPN Describes the “Tank Leak Mess”

In July 1982, *NPN* published a cover article entitled, “The Tank Leak Mess.”¹¹⁶ The article presented a comprehensive overview of the tank problem, how expensive it could be, and what some in the petroleum marketing industry were doing about it. An incident in Northglenn, Colorado, which reportedly cost Chevron over 10 million dollars, was described.¹¹⁷

November 1982 – Rogers Estimates 50,000 Tanks are Leaking

In November 1982, *Petroleum Marketer* magazine reported on Dr. Warren Rogers’ methodology for predicting the life expectancy of USTs.¹¹⁸ The magazine also reported that Chevron had requested that Dr. Rogers estimate how many tanks were leaking on a national basis. Based on his model and data provided by “a whole spectrum of oil companies,” Dr. Rogers estimated that there were 50,000 leaking tanks at that time, and that the number would increase to 75,000 in about a year.¹¹⁹

December 1983 – Oil Companies Compare Upgrading Programs

Rival petroleum marketers were very interested in what their competitors were doing relative to their USTs. A December 12, 1983, Texaco memo from Marvin Dimond to P.D. McNaughton presented brief summaries of what ten different oil companies were doing with regard to tank replacement or upgrading.¹²⁰ Companies included in the survey were Exxon, Shell, Amoco, Chevron, Getty, Gulf, Mobil, Phillips, SOHIO, and Union. A similar survey conducted in about 1981, also included Marathon and ARCO.¹²¹ A survey dated April 2, 1982, conducted by Mobil, also summarized the activities of competitive companies with regard to tanks as part of the justification for ramping up

¹¹⁶ “The Tank Leak Mess,” *NPN*, July 1982, pp. 36-40.

¹¹⁷ *Ibid.* p. 38.

¹¹⁸ “Rogers Finds Leaks By Using Statistics,” *Petroleum Marketer*, November-December 1982

¹¹⁹ *Ibid.*

¹²⁰ “Underground Leak Protection Ten Year Tank Replacement Program,” internal Texaco memo from Marvin Dimond to P. D. McNaughton, December 12, 1983.

¹²¹ *Ibid.*, Bates #TEX 0036444.

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Mobil's tank program.¹²² Mobil's survey included Exxon, Shell, Chevron, Amoco, Texaco, Gulf, ARCO, Union, Getty, SOHIO, Marathon, and Sun.¹²³

These surveys documented that nearly all of the significant players in petroleum marketing in the 1980's were very much aware of the tank leak problem.

May 1984 – Protecting Groundwater from Leaking Tanks Dominant Issue for API

The *TulsaLetter* reported on the spring 1984 meeting of the API O & E Committee and stated that, "Issues connected with protecting groundwater from leaking underground tanks dominate the thinking of the marketing industry these days. There is more concern about the ramifications of state and federal regulations, related to tank systems, than with vapor recovery, lead phasedown, alcohol fuels, or any of the other issues which have held center stage in the thinking of marketing operations people in recent years."¹²⁴ At this point, federal legislation to regulate UST systems had been proposed and tank owners were very interested in the progress, content, and cost of the impending legislation.

November 8, 1984 – National Tank Regulatory Program Established

President Reagan signed into law Subtitle I of the Resource Conservation and Recovery Act (RCRA), establishing a national program to regulate UST systems.¹²⁵ The fact that this far reaching and expensive legislation was proposed in spring 1984 and signed into law that same fall (with little opposition from the petroleum marketing industry) indicates the industry had finally recognized the time had come to do something about the leaking UST system problem.

May 7, 1985 – The End of the Bare Steel Tank Era

The authors of Subtitle I of RCRA recognized it would be some time before regulations implementing the provisions of this law could be promulgated. Because it was well

¹²² "Underground Service Station Product Tank Replacement," internal Mobil memo from R. L. Abbott to H. Hokamp, April 2, 1982.

¹²³ Ibid., Bates# XOM-UST-000021916

¹²⁴ "Underground Storage Systems," *TulsaLetter*, May 31, 1984.

¹²⁵ Solid Waste Disposal Act, Title II, Solid Waste Disposal, Subtitle I, Regulation of Underground Storage Tanks, November 8, 1984.

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understood that bare steel tanks were a significant component of the leaking UST system problem, Subtitle I included a measure known as “interim prohibition,” designed to stop the use of bare steel tanks for regulated underground petroleum storage systems.¹²⁶ The interim prohibition specified that after May 7, 1985, all newly installed UST systems had to be protected against corrosion, structurally sound, and compatible with the contents. Interim prohibition officially ended the era of the bare steel tank. While this step was long overdue, the fact remained that millions of bare steel tanks were already in service, and many of these would remain in service for another decade or more.

November 1988 – Suffolk County Completes Corrosion Study

The EPA Office of Underground Storage Tanks contracted with the Suffolk County, New York, Department of Health Services to conduct a tank autopsy study to determine the nature and extent of corrosion on USTs that were being removed.¹²⁷ A large number of tanks were being removed in Suffolk County because of a local regulation requiring all bare steel storage tanks to be removed from service by January 1, 1990. In the course of the study, detailed observations of the nature and extent of corrosion were made on 500 individual bare steel tanks located at 199 different facilities. Tank sizes ranged from 175 to 50,000 gallons, and tank ages ranged from 2 to 70 years, with 87 tanks of unknown age. Overall, 28.6 percent of the 500 tanks inspected had perforations, although only about 58 percent of perforated tanks showed signs of leakage.¹²⁸ Among the perforated tanks, the average number of perforations was seven.¹²⁹ Consistent with the API study (see February, 1981), 96 percent of the tank failures were due to corrosion.¹³⁰

December 22, 1988 – EPA Tank Rules Go into Effect

On December 22, 1988, the regulations developed by the EPA pursuant to Subtitle I of the 1984 RCRA Amendments went into effect. The regulations established notification, installation, leak detection, removal, corrective action, and financial responsibility

¹²⁶ Ibid., Section 9003(g).

¹²⁷ *Tank Corrosion Study*, EPA 510-K-92-802, November 1988.

¹²⁸ Ibid., p. 10.

¹²⁹ Ibid., p. 32.

¹³⁰ Ibid., p. 37.

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requirements for USTs. All regulated storage systems installed after this date had to meet the new requirements immediately. The regulations included a five-year timetable for instituting leak detection at all existing UST systems subject to the regulations, and a ten-year timetable for upgrading existing storage systems to meet corrosion protection, spill containment, and overfill prevention requirements. In short, the regulations defined a ten-year program for improving the nation's UST systems.

However, the regulations stopped short of mandating the replacement of all of the nation's bare steel tanks. Instead, bare steel tanks could meet the new requirements by adding either a lining inside the tank or cathodic protection on the outside surface of the tank. These technologies had long been used in the petroleum marketing industry and were generally considered to be temporary fixes rather than long-term solutions to the leaking tank problem. Thus, the petroleum marketing industry had reason to believe that the EPA's approach would prove to be less than satisfactory in the long term.

August 31, 1994 – National Tank-Upgrading Program Goes Slowly

In August 1994, Robert Renkes, executive director of the Petroleum Equipment Institute, published an estimate in the *TulsaLetter* that only 400,000 out of the 1,300,000 regulated UST systems met the corrosion protection, spill containment, and overfill prevention requirements of the federal regulations that were required to be in place by December 1998.¹³¹ He estimated that the rate of upgrading would continue at about 100,000 tanks per year until 1998. This meant that "...we will enter 1998 with 600,000 USTs not yet in compliance with the federal tank upgrade requirements."¹³²

In November 1996, the API cited an EPA estimate that only 40 percent of active tanks met the 1998 requirements at that time. The API briefing paper also indicated that 80 percent of API member UST systems met the 1998 upgrade requirements.¹³³

API member companies were well ahead of smaller tank owners in upgrading the tanks they owned, but API member companies also knew that bare steel tanks still represented a very large portion of the UST systems receiving gasoline with MtBE. The

¹³¹ "Let's take a brief look at the prospects..." *TulsaLetter*, August 31, 1994, p. 1.

¹³² *Ibid.*

¹³³ "Attachment B, MtBE Status/Strategy," API briefing paper, November 27, 1996.

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petroleum marketing industry was well aware that many tank owners would be waiting until the last minute to upgrade their storage systems, and that many old and substandard bare steel UST systems would be storing gasoline containing MtBE for many years before they were upgraded.

August 1996 – Shell had Long Recognized that Tanks and Pipes Were Not the Only Sources of Releases

In 1996, Glen Marshall, a Shell Engineer responsible for the setting Shell's UST standards, gave a presentation on the evolution of Shell's storage tank system program. Mr. Marshall gave a historical overview of the program and noted that as of the mid-1980's Shell had recognized that tanks and piping were not the only sources of releases:

Originally it was thought that leaks came from holes in tanks and pipes. What was found, however, was that those were only the massive leaks that required significant remediation efforts. Most service station sites had minor contamination that was not associated with a tank or pipe leak. We found that each tank fill connection, submerged turbine, and under every single island pump or dispenser was a leak source that required containment.¹³⁴

Shell's solution was to provide containment for these problem areas, but as of 1996, less than 25% of Shell's storage tank systems were equipped with this containment.¹³⁵

Mr. Marshall was asked whether Shell was doing better with regard to leak prevention than other oil companies. He replied, "Yes, our leak history has gone down dramatically as the steel tanks were replaced by fiberglass ones. Our remediation costs have reduced as we began to contain spills. However, we still do have problems. The weak link now is not necessarily the hardware, but how it was installed."¹³⁶

Mr. Marshall was also asked whether there were still any steel tanks in use at Shell stations. He answered, "The fiberglass tank replacement program started in 1979, but after almost 20 years there are still a low number of steel tanks."¹³⁷

¹³⁴ *Spill and Leak Prevention Practices at Retail Sites*, presentation by Glen Marshall of Shell at "An Environmental Symposium on MtBE," August 31, 1996.

¹³⁵ Ibid.

¹³⁶ Ibid.

¹³⁷ Ibid.

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September 1997 – Supposedly Tight Storage Systems Aren’t

In a 1997 e-mail chain, Glen Marshall explained that storage tank systems are designed to be tight (i.e., have leak rates of less than a drip), but that lack of proper supervision because of insufficient manpower results in installations that are not tight: “I believe a significant source of the problem is the embarrassing fact that supposedly “tight” systems aren’t. This is directly attributable to the fact that both field and corporate personnel have been historically under staffed and overloaded making it almost impossible to give all projects/tasks the full and knowledgeable attention they deserve.”¹³⁸ Other factors which led to leaks identified by Mr. Marshall included the lack of tightness of vapor containing portions of storage systems, vacuum-assisted Stage II vapor recovery systems that pressurized tanks (leading to increased vapor leaks from leaky vapor piping and tank top fittings), and poor maintenance practices (especially when combined with single-wall storage systems).¹³⁹

May 1998 – Shell Employee States the “Bubba Factor” is the Achilles Heel of Storage Systems

In 1998, Curtis Stanley was notified by API of a study being initiated by the Santa Clara Valley Water Authority.¹⁴⁰ One aspect of the Santa Clara study was to investigate the occurrence of MtBE at facilities that met the 1998 upgrade requirements. In an e-mail to Glen Marshall, Stanley indicated that he had urged API to “...evaluate existing [storage tank] systems and new system design, installation and operations. I already have a good idea of what Santa Clara is going to find and if the industry isn’t ready with an adequate response/solution, we are all going to look bad.”¹⁴¹ In response to Stanley’s e-mail, Glen Marshall stated that the “‘Achilles Heel’ of [storage tank] systems has always been the ‘Bubba factor’ ...the best intentions of hardware manufacturers and designers being ultimately defeated by poor installation and maintenance practices.”¹⁴²

¹³⁸ “MtBE – Soil and Groundwater Technology Team,” internal Shell e-mail chain primarily between C. Stanley and G. Marshall, October 8, 1997.

¹³⁹ Ibid.

¹⁴⁰ Untitled e-mail chain involving Judy Shaw (API), C. Stanley and G. Marshall, May 29, 1998.

¹⁴¹ Ibid.

¹⁴² Ibid.

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December 22, 1998 – The Federal Tank-Upgrading Deadline

EPA regulations that went into effect on December 22, 1988, established a ten-year timeline for upgrading the nation's UST systems with corrosion protection, spill containment, and overfill prevention. The deadline for adding these three components to UST systems already in service in 1988 was December 22, 1998.¹⁴³

As predicted in the *TulsaLetter* in 1994,¹⁴⁴ a great many tank owners opted to wait until the last minute to upgrade their storage systems. California authorities estimated that only 52 percent of approximately 60,000 active UST facilities in California had been upgraded by July 1998.¹⁴⁵ This meant that for most of the 1990s, when MtBE was in widespread use, it was being stored in a great many storage systems still subject to corrosion failure and delivery spills.

Annual MtBE consumption in the United States in 1998 was estimated at 4 billion gallons, with California consuming almost one-third of this amount.¹⁴⁶

February 1999 – Upgraded Storage Systems are Not Enough to Contain MtBE

In a February 1999 e-mail message concerning a review of an industry document on MtBE, Curtis Stanley commented that, "You may, however, want to carefully consider what you say when the new tank upgrades are our first line of defense. While this is very true and the size of leaks has decreased substantially over the years, we are still finding MtBE at sites that have been upgraded."¹⁴⁷

March 1999 – Storage System Upgrades do Not Address Root Causes of Leaks

In a March 12, 1999 e-mail to Curtis Stanley, Glen Marshall stated, "'98 upgrade work [i.e., the 1998 EPA UST upgrade requirements for corrosion protection, spill containment and overfill prevention] will have no affect [sic] on MTBE issues. Any [storage tank]

¹⁴³ 40 CFR 280.21

¹⁴⁴ "Let's take a brief look at the prospects..." *TulsaLetter*, August 31, 1994, p. 1.

¹⁴⁵ "MtBE Project Fact Sheet," Los Angeles Regional Water Quality Control Board and US Environmental Protection Agency, July 1998, p. 4

¹⁴⁶ "Status and Impact of State MtBE Bans," Energy Information Administration, March 27, 2003

¹⁴⁷ "Draft WSPA Q & A on MTBE," internal Shell e-mail from Curt Stanley to F. R. Benton, February 2, 1999.

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system that was going to have problems is still going to have problems. Upgrades addressed inadvertent spills and releases, not root causes of tank or line leaks.”¹⁴⁸

Summary

Leaks from UST systems have long been recognized by petroleum marketers and were considered “inevitable.”¹⁴⁹ In 1980, at the time when MtBE began to be blended into gasoline, the petroleum industry was acutely aware of the decrepit nature of the nation’s population of UST systems. Any company that owned substantial numbers of underground petroleum storage systems in the latter part of the twentieth century knew or should have known that these storage systems were common sources of groundwater contamination.

Recognizing this problem, trade press and internal company documents show that major oil companies undertook expensive UST system upgrading programs in the 1980s. It was well known in the industry, however, that many other storage tank owners put off upgrading their storage systems until the late 1990s. Most of these station owners were not aware of the MtBE problem (see Section IV) and the hazards posed by even small gasoline releases from their storage systems. Thus, in the time frame when MtBE was prevalent in the nation’s gasoline supply, the nation’s UST population was poorly suited to contain it.

¹⁴⁸ “Draft Agenda; Roster; Info Items,” internal Shell e-mail from G. Marshall to C. Stanley, March 12, 1999.

¹⁴⁹ “Tank Leaks: Like the Common Cold, Nobody’s Found a Cure,” *NPN*, January 1979.

Exhibit 10

Deposition of Imtiaz Ahmad / February 16, 2011

Page 1

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF NEW YORK

CITY OF FRESNO,)
)
Plaintiff,)
)
vs.)
)
CHEVRON U.S.A. INC., et al.,)
)
Defendants.)
)

No. 04 CIV. 4973
(SAS)MDL 1358

DEPOSITION OF

IMTIAZ AHMAD

FREMONT, CALIFORNIA

WEDNESDAY, FEBRUARY 16, 2011

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Deposition of Imtiaz Ahmad / February 16, 2011

1 Q. There's an indication about four lines down that
2 says, "Date of business commencement 11, slash, 1, slash,
3 91." Do you see that?

4 A. Yes, I do.

5 Q. And does that match your approximate recollection
6 as to when Petro Group II started operating that station?

7 A. Yes.

8 Q. Now, in about the middle section here below the
9 heavy bar it looks like UST Annual Fees. It says, "Three
10 non-upgraded tanks." Do you see that?

11 A. Yes.

12 Q. Do you recall were -- were there three underground
13 storage tanks at the time that Petro Group II took over that
14 station on Elm?

15 A. Yes.

16 Q. Did you have any knowledge whether these tanks were
17 singled walled or double walled?

18 A. They were single walled.

19 Q. Do you have any knowledge as to what those tanks
20 were made out of?

21 A. They were made out of steel.

22 Q. Do you have any knowledge as to when those tanks
23 were first installed?

24 A. First installed? They were old tanks. I would not
25 know exactly, no.

Deposition of Imtiaz Ahmad / February 16, 2011

1 Q. Is it correct the tanks were not changed out at the
2 time that Petro Group II took over the station?

3 A. No, sir.

4 Q. Do you know at the time the Petro Group II took
5 over was there any kind of leak detection system for those
6 underground storage tanks?

7 A. No, other than manual inspection we do on a daily
8 basis.

9 Q. Okay. Set that aside. Thanks.

10 (Exhibit No. 6 was marked for
11 identification.)

12 MR. EICKMEYER: Q. Handing you Exhibit 6, this is
13 Business Plan Registration Form Department of Health, Bate
14 stamped at the bottom right RWQCB hyphen Fresno hyphen
15 001732. Do you recognize having seen this form before?

16 A. When you say recognize, the -- the answer would be,
17 no, I don't recognize. All I know is, yes, we did these
18 things, and you had to file certain forms. And I can see
19 just my wife's writing. So the answer -- when you said
20 recognize, tell me what you're saying?

21 Q. Well, if you remember having seen this page before.
22 You're saying you remember seeing similar forms?

23 A. Yes.

24 Q. You're not sure if you've seen this exact page
25 before?

Deposition of Imtiaz Ahmad / February 16, 2011

1 A. That's exactly what I'm saying.

2 Q. Do you recognize your wife's signature down at the
3 very bottom?

4 A. Yes, I do.

5 Q. Now, in about the middle of the page under
6 emergency contacts has your name listed?

7 A. Yes.

8 Q. And below that it says title of manager?

9 A. Uh-huh.

10 Q. Is that yes? I think you said uh-huh.

11 A. Yes. Yes. I'm sorry.

12 Q. Were you considered the manager of the station on
13 Elm?

14 A. Yes.

15 Q. Were you present there during the station
16 operations?

17 A. Not every day but a good part of -- part of it.

18 Q. When you or Petro Group took over that station,
19 were you given any training in what to do in the event of a
20 gasoline leak or spill?

21 A. I believe we went through that process.

22 Q. Who did you go through that process with?

23 A. I believe Beacon did it or someone from Beacon came
24 in who did it.

25 Q. Do you have any recollection of what you were told

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1 to do in the event of a gasoline leak or spill?

2 A. I believe we had what you guys called an
3 environmental kit. Its a 55-gallon drum.

4 THE COURT REPORTER: What, kit?

5 THE WITNESS: Kit, K-I-T. So it has a sack or two
6 sacks of chemical that wipes up the gasoline or oil. That
7 it has some kind of bonds that are supposed to contain the
8 oil. There was a bunch of stuff in there, some rags and
9 that kind of stuff in that tub.

10 MR. EICKMEYER: Q. I've heard different witnesses
11 describe a product that had the consistency of kitty litter.
12 Did you have something like that?

13 A. Yeah, you can say that. You can say that. That's
14 the term they used, yes.

15 Q. Do you recall how often you would have to use that
16 kitty litter type product to clean up a gasoline leak or
17 spill at the station?

18 A. Not that very often.

19 Q. Can you quantify how often that would be, weekly,
20 daily, monthly?

21 A. I wouldn't be able to say how often, but I would
22 say probably about -- I would say probably at least once --
23 once a month or so you would end up using it.

24 Q. After that kitty litter product was applied to the
25 ground was it then swept up or scooped up somehow?

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1 A. Yes.

2 Q. And then where would that used product be placed?

3 A. That product was supposed to go back in that drum
4 basically.

5 Q. So the product would be reused?

6 A. Not reuse. I think the -- the kitty litter would
7 be sitting in our -- in our storage room, and then you have
8 the plastic bags. That's where the stuff is supposed to go
9 back once you sweep up the floor. And then I think every so
10 often somebody came in or we took it someplace else I
11 believe.

12 Q. So after the kitty litter product was swept up, it
13 would be put into a plastic bag?

14 A. It was put in a plastic bag.

15 Q. Were these kept inside the station building or a
16 storage shed?

17 A. No, the outside building. There was always a
18 storage somewhere there. So, like, this particular location
19 you're talking about, there's a main building, and then
20 there's a side building. A little bit of a -- you can call
21 a storage room where we keep the -- the tanks have a
22 measuring sticks in the old days. So this was like a 10, 15
23 feet long stick that you put in the tank to measure how much
24 the gas is there on a daily basis.

25 And then also the chemical kit would be in that

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1 Q. Were you ever told at a particular time that MTBE
2 was being added to the gasoline?

3 A. Yes.

4 Q. Do you recall when you first heard that?

5 A. When we took over the gas station back in '91.

6 Q. Do you recall ever being told while Petro Group
7 operated the station that MTBE was no longer being added to
8 the gasoline?

9 A. I think that came in effect after we sold the gas
10 stations.

11 Q. Did you ever hear from any source why MTBE was
12 being added to the gasoline?

13 A. I think I need to add something at this point. As
14 a CPA I specialized in gasoline service station accounting.
15 So as such I have, let's say, more than 50 gas station owner
16 operator. So on a daily basis I hear everything there is to
17 hear about the industry.

18 Q. Do you recall hearing from any sources as to why
19 MTBE was added to gasoline?

20 A. Why it was added to the -- I think Arco who came up
21 with this product to boost the oxygenation I believe.
22 That's what it was.

23 Q. Do you recall ever hearing that gasoline with MTBE
24 in it needed to be treated differently than gasoline that
25 did not contain MTBE?

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1 A. I would not know at this point, no.

2 Q. Do you recall when gasoline was being delivered to
3 the station, did you ever receive an MSDS or Materials
4 Safety Data Sheet for gasoline?

5 A. The answer would be have no idea at this time. But
6 I can tell you on every single pump we had notice about MTBE
7 so that buyers of the gasoline, the consumer of the
8 gasoline, would know that this product included MTBE.

9 Q. Did you ever hear from any source why those labels
10 needed to be put on the pumps?

11 A. I think it could have many, many reasons. But the
12 biggest reason the customer wanted to know or let the
13 customer know it could affect their converter system in
14 their cars.

15 Q. Were those labels that you mentioned on the pumps
16 the entire time you operated the station?

17 A. I'm sorry, say it again.

18 Q. You described I think it was a label on the pump?

19 A. Yeah, these are called decals.

20 Q. Decal. Were these decals indicating there was MTBE
21 in the gasoline on the pumps during the entire time you
22 operated the station?

23 A. That is correct, yes. I believe MTBE was added on
24 during the cold season like starting October to February,
25 and then it would come off I believe.

1 actual scheduling reasons for it, but I apologize for it
2 being somewhat awkward.

3 Can you hear me?

4 A. I can hear you pretty good at this point.

5 Q. As I said in the beginning, I represent the Valero
6 defendants in this case, and I just wanted to clarify a few
7 things you discussed with Mr. Eickmeyer if that's okay?

8 A. That's okay with me.

9 Q. I know that you said that after Petro Group II
10 purchased the Elm Street station from Ultramar, that it was
11 Beacon and Ultramar gasoline that was delivered to the
12 station; is that correct?

13 A. That is correct.

14 Q. And do you recall if there was a specific agreement
15 between Petro Group II and Ultramar that allowed for that
16 delivery of gasoline?

17 A. I believe we signed the -- what do you guys call in
18 this business branded versus not branded gasoline, so that
19 particular place was branded as Beacon, so we signed a
20 contract with them.

21 Q. Like a brand distribution marketing agreement,
22 something like that?

23 A. Yes.

24 Q. Okay. And do you recall if there was a specific
25 number of years that that was set for?

1 A. That I don't know. I think it was three-year
2 agreement or five-year agreement.

3 Q. Okay. And do you recall if there was any other
4 specific terms in that agreement, whether there were
5 specific amounts of gasoline specified or whether it set out
6 other requirements for either party?

7 A. I believe we couldn't buy from anybody else other
8 than Ultramar during -- during the product term.

9 Q. Okay. And I believe that you just told my
10 associate -- my colleague that you ceased the brand name
11 agreement in 1995; is that correct?

12 A. That is correct.

13 Q. And at that time you stopped accepting Beacon or
14 Ultramar gasoline at the station; is that correct?

15 A. That's right.

16 Q. And did you have Beacon or Ultramar signs at the
17 station, do you recall?

18 A. After we stopped buying from Beacon?

19 Q. When you were buying from Beacon?

20 A. Yeah, every time -- yeah, so -- so while we were
21 buying from Beacon, what we were called in the market is
22 called branded location -- so as such we were branded
23 Beacon. So every location had a sign called Ultramar Beacon
24 sign. And this particular location had an Arco sign.

25 Q. Okay. And do you recall if you needed new gasoline

REPORTER'S CERTIFICATION

I, DENISE WHEELER, CSR No. 8254, Certified Shorthand Reporter, certify:

That the foregoing proceedings were taken before me at the time and place therein set forth, at which time the witness was put under oath by me;

That the testimony of the witness, the questions propounded, and all objections and statements made at the time of the examination were recorded stenographically by me and were thereafter transcribed;

That the foregoing is a true and correct transcript of my shorthand notes so taken.

I further certify that I am not a relative or employee of any attorney of the parties, nor financially interested in the action. I declare under penalty of perjury under the laws of the California that the foregoing is true and correct.

Dated this 28th day of February, 2011.

DENISE WHEELER, C.S.R. No. 8254

Exhibit 11



UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

Master File No. 1:00-1898
MDL No. 1358 (SAS)
M21-88

In re Methyl Tertiary Butyl Ether
("MTBE") Products Liability Litigation

This document relates to:

*City of Fresno v. Chevron U.S.A., Inc., et
al., No. 04 Civ. 4973*

VALERO DEFENDANTS'
OBJECTIONS AND RESPONSES
TO PLAINTIFF CITY OF
FRESNO'S FIRST SET OF
INTERROGATORIES TO
DEFENDANTS

Pursuant to Federal Rule of Civil Procedure 33 and Local Rule 26.3, Ultramar Inc., Valero Marketing and Supply Company, and Valero Refining Company-California (collectively "Valero Defendants") answer and object to Plaintiff City of Fresno's ("Plaintiff" or "City of Fresno") First Set of Interrogatories served on September 2, 2008 as follows.

Dated: November 5, 2008.

J. Clifford Gunter III
M. Coy Connelly
Amy E. Parker
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Houston, Texas 77002-2770
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Attorneys for Defendants
ULTRAMAR INC., VALERO MARKETING AND
SUPPLY COMPANY, AND VALERO REFINING
COMPANY-CALIFORNIA

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of Valero Defendants' Answers and Objections to Plaintiff City of Fresno's First Set of Interrogatories was served upon counsel via LexisNexis File & Serve on the 5th day of November 2008.



Amy E. Parker

GENERAL OBJECTIONS

1. Valero Defendants object to the instructions and definitions set forth in Plaintiff City of Fresno's First Set of Interrogatories to Defendants ("Plaintiff's Interrogatories") to the extent they deviate from or purport to impose requirements other than or in addition to those required by the Federal Rules of Civil Procedure and the Local Civil Rules for the Southern District of New York.

2. Valero Defendants object to Plaintiff's Interrogatories to the extent they seek information outside the restricted scope of discovery permissible under the Local Civil Rules of this Court, and in particular Rule 33.3 which strictly limits the type of interrogatories that are permitted.

3. Valero Defendants object to Plaintiff's Interrogatories to the extent that they seek documents or information protected by the attorney-client privilege, the work product doctrine, or any other applicable privilege or immunity. None of these answers is intended as, or should be construed as, a waiver or relinquishment of any part of the protections afforded by the attorney-client privilege, the work product doctrine, or any other applicable privilege or immunity. In the event of the inadvertent production of any information protected by such applicable privileges or immunities, Valero Defendants do not waive their right to assert such protections under the applicable privileges or doctrines. Valero Defendants reserve the right to withdraw or recover such information to the extent it is inadvertently produced.

4. Valero Defendants object to Plaintiff's Interrogatories to the extent that they seek information beyond that in the possession, custody, or control of Valero Defendants. Valero Defendants further object to Plaintiff's Interrogatories to the extent they seek information relating to service stations owned or operated by entities other than Valero Defendants.

5. Valero Defendants object to Plaintiff's Interrogatories to the extent that they seek information from any of Valero Defendants' subsidiary or affiliated companies that are not parties to this case, because such information is irrelevant, and such requests are not reasonably calculated to lead to the discovery of admissible evidence. To the extent Valero Defendants provide information for subsidiary or affiliated companies, it shall not be construed as waiving this objection.

6. Valero Defendants object to Plaintiff's Interrogatories to the extent that they seek information relating to events that occurred from 1979 to the present on the grounds that such requests are overbroad, unduly burdensome, and oppressive. Further, to the extent Plaintiff's Interrogatories seek information relating to events that occurred prior to 1986, Valero Defendants object on the grounds that such requests are irrelevant to the subject matter of this case and are not reasonably calculated to lead to the discovery of admissible evidence. Valero Defendants have limited their responses accordingly.

7. Valero Defendants further object to Plaintiff's Interrogatories to the extent they seek information regarding events that took place after December 31, 2003, the date the MTBE ban took effect in California. Such requests are irrelevant, overbroad, unduly burdensome and

not reasonably calculated to lead to the discovery of admissible evidence. Valero Defendants have limited their responses accordingly.

8. Valero Defendants object to Plaintiff's Interrogatories to the extent that they seek information pertaining to events or operations outside the RGA for this case on the grounds that such requests are overbroad, unduly burdensome, and oppressive and on the further grounds that they seek information not relevant to the subject matter of this case and are not reasonably calculated to lead to the discovery of admissible evidence.

9. Valero Defendants object to Plaintiff's Interrogatories to the extent Plaintiff has defined the RGA to include the entire City of Fresno, thereby disregarding areas of the City that are not actually served by the City of Fresno Water Division. Valero Defendants have limited their responses accordingly and will only be providing information for stations located within the City of Fresno Water Division's Service Area as defined by the City of Fresno Urban Water Management Plan dated August 2008.

10. Valero Defendants further object to Plaintiff's Interrogatories on the grounds that the RGA is defined to include the entire City of Fresno, without regard to the location of Plaintiff's wells or which wells may have experienced a detection of MTBE. The Court has not confirmed whether the City may even be permitted to seek damages for any so-called "threatened wells" or any wells which have experienced "micro-detections" of MTBE. As such, these requests are overbroad, unduly burdensome and not reasonably calculated to lead to the discovery of admissible evidence.

11. Valero Defendants object to Plaintiff's Interrogatories on the grounds that Plaintiff has established neither the right nor any valid factual or legal basis to rely on the alternative theories of market share or "commingled product" liability as a theory of, or method for assessing or allocating, liability.

12. Valero Defendants object to Plaintiff's Interrogatories because they contain undefined terms which make them vague, ambiguous, overbroad, unduly burdensome and oppressive, and not reasonably calculated to lead to the discovery of admissible evidence.

13. Valero Defendants object to Plaintiff's Interrogatories to the extent they seek disclosure of confidential or proprietary information, trade secrets, and/or confidential business or commercial information. Valero Defendants' answers are subject to all appropriate confidentiality agreements negotiated, or to be negotiated, between the parties or as may be imposed by the Court.

14. Valero Defendants expressly limit their answers to Plaintiff's Interrogatories to the information that can be located after a reasonable search of their records believed most likely to contain the responsive information.

15. Valero Defendants object to Plaintiff's Interrogatories to the extent that they request information beyond the limitations and parameters agreed among the parties or imposed by the Court or the Special Master. Valero Defendants' answers are subject to all such limitations and parameters and incorporate by reference the discovery parameters imposed by the Court and the Special Master.

16. Valero Defendants' investigation into the facts alleged in Plaintiff's First Amended Complaint is continuing, and Valero Defendants continue to search for information responsive to Plaintiff's Interrogatories. If additional information becomes available, Valero Defendants will amend, modify, and/or supplement these answers and objections as appropriate.

17. The information Valero Defendants provide, if any, in answer to Plaintiff's Interrogatories is provided solely for the purpose of this action. Such information is subject to all objections regarding relevance, authenticity, materiality, propriety, and admissibility and to any other objections that would require exclusion of the information, if such information were offered as evidence at trial, all of which objections are hereby expressly reserved and may be interposed at the time of trial.

18. Valero Defendants' decision to provide information notwithstanding the objectionable nature of any of Plaintiff's Interrogatories is not to be construed as an admission that the information is relevant, a waiver of Valero Defendants' general or specific objections, or an agreement that future requests for similar discovery will be treated in a similar manner.

19. Valero Defendants reserve the right to amend or supplement their answers as well as the right to object to other discovery directed to the subject matter of Plaintiff's Interrogatories.

20. These General Objections and Limitations apply to each of Plaintiff's Interrogatories as though restated in full in response thereto. To the extent Valero Defendants assert objections to individual requests, those objections shall apply equally to any subparts of the request.

21. Documents referenced herein that have not already been produced pursuant to Local Civil Rule 33.1 will be produced subject to protective orders and/or confidentiality agreements acceptable to Valero Defendants at the offices of their counsel, Bracewell & Giuliani LLP, on dates mutually agreeable to the parties.

OBJECTIONS & RESPONSES

INTERROGATORY NO. 1:

IDENTIFY the address of each gasoline station that YOU own or owned within the RELEVANT GEOGRAPHIC AREA since 1979.

- a. State the dates of ownership for each station YOU identified.

RESPONSE:

Valero Defendants object to this Interrogatory on the grounds that it is overbroad, unduly burdensome and not reasonably calculated to lead to the discovery of admissible evidence. This Interrogatory is specifically overbroad both with respect to time, as explained in General Objections Nos. 6 and 7, and to the extent it calls for the identification of all gasoline stations owned by Valero Defendants in the RGA without regard to whether any of those stations is in the vicinity of any drinking water production well or whether any of those stations has ever been identified as the source of a release of gasoline containing MTBE. Valero Defendants do not own or operate any stations located within a mile of Well No. 219.

Subject to, and without waiving, the foregoing objections and the General Objections and Limitations set forth above, Valero Defendants answer as follows:

1. #3406: 1105 W. Shields Ave., Fresno, CA 93705 (01/24/81—present)
2. #3787: 5783 N. Palm Ave., Fresno, CA 93704 (04/26/01—present)
3. #3638: 525 S. Clovis Ave., Fresno, CA 93727 (05/07/58—12/20/99)

INTERROGATORY NO. 2:

IDENTIFY the address of all gasoline stations that YOU operate or operated within the RELEVANT GEOGRAPHIC AREA since 1979.

- a. State the dates of operation for each station YOU identified.

RESPONSE:

Valero Defendants object to this Interrogatory on the grounds that it is overbroad, unduly burdensome and not reasonably calculated to lead to the discovery of admissible evidence. This Interrogatory is specifically overbroad both with respect to time, as explained in General Objections Nos. 6 and 7, and to the extent it calls for the identification of all gasoline stations owned by Valero Defendants in the RGA without regard to whether any of those stations is in the vicinity of any drinking water production well or whether any of those stations has ever been identified as the source of a release of gasoline containing MTBE. Valero Defendants further object on the grounds that this Interrogatory is unnecessarily duplicative of Interrogatory Nos. 1 and 3. Subject to, and without waiving, the foregoing objections and the General Objections and Limitations set forth above, Valero Defendants answer as follows:

Valero Defendants refer Plaintiff to their responses to Interrogatory Nos. 1 and 3 for information responsive to this request.

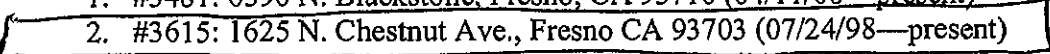
INTERROGATORY NO. 3:

IDENTIFY the address of all gasoline stations that YOU lease or have leased within the RELEVANT GEOGRAPHIC AREA since 1979.

- a. State the lease dates for each station YOU identified.

RESPONSE:

Valero Defendants object to this Interrogatory on the grounds that it is overbroad, unduly burdensome and not reasonably calculated to lead to the discovery of admissible evidence. This Interrogatory is specifically overbroad both with respect to time, as explained in General Objections Nos. 6 and 7, and to the extent it calls for the identification of all gasoline stations owned by Valero Defendants in the RGA without regard to whether any of those stations is in the vicinity of any drinking water production well or whether any of those stations has ever been identified as the source of a release of gasoline containing MTBE. Subject to, and without waiving, the foregoing objections and the General Objections and Limitations set forth above, Valero Defendants answer as follows:

- ★ 
1. #3481: 6390 N. Blackstone, Fresno, CA 93710 (04/11/66—present)
 2. #3615: 1625 N. Chestnut Ave., Fresno CA 93703 (07/24/98—present)
 3. #3616: 4001 N. Marks Ave., Fresno, CA 93722 (01/22/85—present)
 4. #3659: 4514 W. Shaw Ave., Fresno, CA 93722 (08/05/88—present)
 5. #3519: 4591 E. Belmont, Fresno, CA 93702 (03/01/71—10/20/99)

In addition to the foregoing, Ultramar PLC acquired some retail stations leases when it purchased Beacon Oil Company through a stock purchase transaction in November, 1981.¹ To the best of Valero Defendants' current knowledge, most, if not all, of the acquired stations were leased and then sub-leased to third parties who actually operated the station in question. However, given the dates of the transactions at issue, the documentation necessary to confirm Valero Defendants' precise relationship with these stations as well as the dates of the leases is no longer available. Approximate dates have been provided where known.

Several of these leaseholds were terminated prior to 1995 when Ultramar Inc. merged with Diamond Shamrock Corporation. Most, if not all, of the leaseholds were terminated prior to the December 31, 2001 merger of Ultramar Diamond Shamrock Corporation with and into Valero Energy Corporation. Notwithstanding the foregoing, the following is the list of all such stations located within the RGA which may have been leased during the relevant time frame:

1. Beacon #77: B Street, Fresno CA (1935—Lease Termination Date Unknown)

¹ Beacon Oil Company changed its name to Ultramar Inc., effective September 18, 1989.

2. Beacon #78: Belmont at 12th Street, Fresno CA (1935—Closure Date Unknown)
3. Beacon #80: Tulare & Chestnut, Fresno CA (Dates of Leasehold Unknown)
4. Beacon #496: 4809 E. Kings Canyon, Fresno CA (Dates of Leasehold Unknown)
5. Beacon #595: 3768 S. Highway 99, Fresno CA (09/01/83—03/27/96)
6. Beacon #620: 4594 E. Tulare, Fresno CA (01/22/85—08/28/95)
7. Beacon #658: 1334 N. First St., Fresno CA (Lease terminated 11/01/96)
8. Beacon #257: 9th & McKenzie, Fresno CA (Site leased 10/46. Lease Termination Date Unknown)
9. Beacon #432: 2950 E. Ventura, Fresno CA (Dates of Leasehold Unknown)
10. Beacon #433: 1372 N. First St., Fresno CA (Dates of Leasehold Unknown)
11. Beacon #437: 4652 Belmont, Fresno CA (Dates of Leasehold Unknown)
12. Beacon #438: 4005 E. Jensen, Fresno CA (Dates of Leasehold Unknown)
13. Beacon #460: 603 G. Street, Fresno CA (04/28/75—04/30/90)
14. Beacon #472: 2295 S. Elm Ave., Fresno CA (Dates of Leasehold Unknown)
15. Beacon #516: 2430 E. Olive St., Fresno CA (07/15/85—10/31/91)
16. Beacon #538: 2139 S. Elm, Fresno CA (Lease terminated 11/01/91)
17. Beacon #579: 5190 E. Olive, Fresno CA (Lease terminated 11/01/91)
18. Beacon #619: 3076 E. Gettysburg, Fresno CA (01/22/85—08/03/89)
19. Beacon #9-1: 6900 N. Motel Dr., Fresno CA (Dates of Leasehold Unknown)

INTERROGATORY NO. 4:

IDENTIFY the address of all gasoline stations with which YOU have or have had a retail supply contract within the RELEVANT GEOGRAPHIC AREA since 1979.

- a. State the retail supply contract dates for each station YOU identified.

RESPONSE:

Valero Defendants object to this Interrogatory on the grounds that it is overbroad, unduly burdensome and not reasonably calculated to lead to the discovery of admissible evidence. This Interrogatory is specifically overbroad both with respect to time, as explained in General Objections Nos. 6 and 7, and to the extent it calls for the identification of all gasoline stations owned by Valero Defendants in the RGA without regard to whether any of those stations is in the vicinity of any drinking water production well or whether any of those stations has ever been identified as the source of a release of gasoline containing MTBE. Valero Defendants further object to the extent this Interrogatory seeks information outside of Valero Defendants' possession, custody and control. Valero Defendants are not in possession of information pertaining to the operation, maintenance or environmental remediation which may be associated with any of the following stations. Notwithstanding the foregoing or the General Objections set forth above, Valero Defendants respond as follows:

1. #2339: 1919 W. Clinton Ave., Fresno, CA 93705 (06/13/03—present)
2. #2365: 603 G. Street, Fresno, CA 93722 (05/01/93—present)
3. #2516: 2837 N. Parkway Drive, Fresno, CA 93722 (07/18/03—present)

4. #3165: 3076 E. Gettysburg Ave., Fresno, CA 93726 (Branded Beacon prior to 2003. Date of initial branding is unknown. Re-branded Valero 10/17/03—present)
5. #4984: 4591 E. Belmont Ave., Fresno, CA 93702 (10/20/99—present)
6. #21854: 1460 "P" Street, Fresno CA 93721 (1/22/85—10/22/04, 01/27/05—present)
7. #24087: 1785 W. Shaw Ave., Fresno, CA 93711 (12/10/01—09/26/03, 11/27/07—present)
8. #21788: 2414 N. Marks Ave., Fresno CA 93705 (03/01/91—05/16/05, 11/27/07—present)
9. #23972: 388 E. Shaw, Fresno, CA 93710 (Dates of operation unknown, station closed prior to 2002).
10. #21753: 394 E. Olive Ave., Fresno, CA 93728 (09/21/95—04/12/00)
11. #24049: 1680 W. Olive Ave., Fresno, CA 93728. (Date of initial branding unknown. De-branded 07/17/01).
12. #23990: 525 S. Clovis Ave., Fresno, CA 93727. (10/20/99—01/09/02, 11/09/04—present)
13. #21894: 5687 E. Kings Canyon Rd, Fresno, CA 93722, (04/19/95—11/03/02, 01/27/05—present)

INTERROGATORY NO. 5:

IDENTIFY all jobbers, franchisees and/or distributors to whom YOU supplied MTBE gasoline within the RELEVANT GEOGRAPHIC AREA since 1979.

- a. State the dates that YOU supplied MTBE gasoline to each jobber, franchisee, and/or distributor that YOU identified.

RESPONSE:

Valero Defendants object to this Interrogatory on the grounds that it is overbroad, unduly burdensome and not reasonably calculated to lead to the discovery of admissible evidence. Valero Defendants further object to this Interrogatory on the grounds that the term "franchisees" is vague, ambiguous, and undefined. Further, Valero Defendants object to this Interrogatory to the extent it seeks information regarding sales of gasoline containing MTBE made within the RGA. Valero Defendants do not keep such information in the regular course of business. Valero Defendants' sales records are kept by county. This response will therefore provide information regarding sales made to entities in Fresno County.

Valero Defendants further object on the grounds that this Interrogatory seeks information outside of Valero Defendants' possession, custody and control. For example, apart from deliveries made to Valero Defendants' aforementioned retail and branded stations, Valero Defendants are not in possession of information regarding the ultimate delivery point of any gasoline sold to third parties in Fresno County. Notwithstanding the foregoing, Valero Defendants respond as follows:

Valero Defendants refer Plaintiff to Exhibit A attached to these responses which provides information responsive to Interrogatory No. 5 and Subpart (a) for Fresno County.

INTERROGATORY NO. 6:

IDENTIFY each refinery that YOU own or owned which provided MTBE gasoline to the RELEVANT GEOGRAPHIC AREA since 1979.

- a. State the dates of ownership for each refinery YOU identified;
- b. State the dates that YOU added MTBE to gasoline manufactured by each refinery YOU identified;
- c. IDENTIFY each entity which supplied MTBE to each refinery YOU identified.

RESPONSE:

Valero Defendants object to this Interrogatory on the grounds that it is overbroad, unduly burdensome, and not reasonably calculated to lead to the discovery of admissible evidence. Valero Defendants further object on the grounds that the terms "provided" and "supplied" are vague, ambiguous and undefined. Valero Defendants further object to this Interrogatory to the extent it seeks information outside of Valero Defendants' possession, custody, and control. For example, Valero Defendants are not in possession of information regarding whether gasoline containing MTBE sold to third parties may have been delivered to service stations located in the RGA after it left Valero Defendants' possession, custody and control. Notwithstanding the foregoing, Valero Defendants respond as follows:

The following refineries delivered gasoline containing MTBE to terminals located in Northern California during the relevant timeframe. The provision of this information should not be understood as an admission that any such gasoline was ultimately delivered to retail service stations in the City of Fresno.

1. Valero Refining Company—California owns the Benicia Refinery located at 3400 E 2nd St., Benicia, CA 94510.
 - a. 05/15/00—present
 - b. 05/15/00—2003
 - c. The Benicia Refinery manufactured neat MTBE during the relevant time frame. Valero Refining Company—California also purchased neat MTBE from the following entities for the years indicated:

Vendor Name	2000	2001	2002	2003
American AGIP Company Inc.	X			
Chevron U.S.A., Inc.				X
Ecofuel S.P.A.	X	X	X	X
Equiva Trading Company		X		
Neste Canada Inc.	X	X	X	X
Neste USA LLC				X
Noble Americas Corp.	X		X	X
Oceana Petrochemicals AG		X		

Sabco Americas Corp.	X	X	X	X
Tesoro Refining and Marketing				X
Tosco Refining LP	X			
Trammochem		X	X	
Ultramar Inc.		X		
Vitol S.A. Incorporated			X	X

2. Ultramar Inc. previously owned the Golden Eagle Refinery located at 150 Solano Way, Martinez, CA 14553.

- a. 09/01/00—05/17/02.
- b. 09/01/00—05/17/02.
- c. The Golden Eagle Refinery did not manufacture neat MTBE during the timeframe in which it was owned by Ultramar Inc. Ultramar Inc. purchased neat MTBE from the following entities for the years indicated:

Vendor Name	2000	2001	2002
American AGIP Company Inc.		X	
Chevron U.S.A., Inc.		X	
Ecofuel S.P.A.		X	
Neste Canada Inc.	X	X	
Noble Americas Corp.	X		
Sabco Americas Corp.	X	X	X
Tosco	X	X	
Valero Refining Company		X	
Vitol S.A. Incorporated	X	X	

3. Ultramar Inc. owns the Wilmington Refinery located at 2402 E. Anaheim St., Wilmington, CA 90744.
- a. 12/23/88—present
 - b. The Wilmington Refinery manufactured gasoline containing MTBE during the time frame from 1990 to 1991 and 1995 to 2003. To the best of Valero Defendants' knowledge however, only one shipment of gasoline containing MTBE was ever delivered from the Wilmington Refinery to Northern California; a barge with gasoline containing MTBE was delivered to the Golden Eagle Refinery in the year 2000.
 - c. During the year 2000, Ultramar Inc. purchased neat MTBE from American AGIP Company Inc., Environ Clean Fuels Company, Equiva Trading Company, Neste Canada, Inc., Noble Americas Corp., Sabco Americas Corp., and Vitol.

INTERROGATORY NO. 7:

IDENTIFY each terminal that YOU own or owned which served the RELEVANT GEOGRAPHIC AREA since 1979.

- a. State the dates of ownership for each terminal YOU identified.
- b. IDENTIFY all Exchange and/or Throughput Partners for each terminal YOU identified.
- c. IDENTIFY each pipeline used to supply gasoline for each terminal YOU identified.

RESPONSE:

Valero Defendants object to this Interrogatory on the grounds that it is overbroad, unduly burdensome, and not reasonably calculated to lead to the discovery of admissible evidence. Valero Defendants further object on the grounds that the phrase "served the RELEVANT GEOGRAPHIC AREA" and the term "supply" are vague, ambiguous and undefined. Valero Defendants further object to this Interrogatory to the extent it seeks information outside of Valero Defendants' possession, custody, and control. For example, Valero Defendants are not in possession of information regarding whether gasoline containing MTBE sold to third parties may have been delivered to service stations located in the RGA after it left Valero Defendants' possession, custody and control. Notwithstanding the foregoing, Valero Defendants respond as follows:

Valero Refining Company—California owns a truck rack associated with the Benicia Refinery.

- a. 05/15/00—present
- b. Valero Refining Company—California does not have any exchange or thruput partners at this terminal.
- c. The Benicia truck rack does not deliver product via pipeline.

INTERROGATORY NO. 8:

IDENTIFY each terminal at which YOU have or had a position which served the RELEVANT GEOGRAPHIC AREA since 1979.

- a. State the dates of during which YOU maintained a position for each terminal YOU identified.

RESPONSE:

Valero Defendants object to this Interrogatory on the grounds that it is overbroad, unduly burdensome, and not reasonably calculated to lead to the discovery of admissible evidence. Valero Defendants further object on the grounds that the term "position" and the phrase "served the RELEVANT GEOGRAPHIC AREA" are vague, ambiguous and undefined. Valero Defendants further object to this Interrogatory to the extent it seeks information outside of

Valero Defendants' possession, custody, and control. For example, Valero Defendants are not in possession of information regarding whether gasoline containing MTBE sold to third parties may have been delivered to service stations located in the RGA after it left Valero Defendants' possession, custody and control. Notwithstanding the foregoing, Valero Defendants respond as follows:

Valero Defendants maintained Terminal ThruPut Agreements with the following terminals for the storage and distribution of gasoline during the timeframes indicated:

1. SFPP Fresno (01/93—Present)
2. ST Stockton (01/01/92—Present)

INTERROGATORY NO. 9:

IDENTIFY the terminals at which YOU have or had the right to use gasoline loading racks which served the RELEVANT GEOGRAPHIC AREA since 1979.

- a. State the dates of during which YOU have or had the right to use gasoline loading racks for each terminal YOU identified.

RESPONSE:

Valero Defendants object to this Interrogatory on the grounds that it is overbroad, unduly burdensome, and not reasonably calculated to lead to the discovery of admissible evidence. Valero Defendants further object on the grounds that the term "position" and the phrase "served the RELEVANT GEOGRAPHIC AREA" are vague, ambiguous and undefined. Valero Defendants further object to this Interrogatory to the extent it seeks information outside of Valero Defendants' possession, custody, and control. For example, Valero Defendants are not in possession of information regarding whether gasoline containing MTBE sold to third parties may have been delivered to service stations located in the RGA after it left Valero Defendants' possession, custody and control. Valero Defendants further object on the grounds that this Interrogatory is unnecessarily duplicative of Interrogatory No. 8. Notwithstanding the foregoing, Valero Defendants respond as follows:

Valero Defendants refer Plaintiff to their response to Interrogatory No. 8 for information responsive to this request.

INTERROGATORY NO. 10:

State the annual total volume of MTBE-containing gasoline which YOU supplied, sold, marketed or distributed within the RELEVANT GEOGRAPHIC AREA from 1979 to the present.

RESPONSE:

Valero Defendants object to this Interrogatory on the grounds that it is overbroad, unduly burdensome and not reasonably calculated to lead to the discovery of admissible evidence. Valero Defendants further object to this Interrogatory on the grounds that it is both premature

and irrelevant to the extent it seeks information upon which to base a market share calculation of damages in this case. At this stage of the litigation Plaintiff has not demonstrated its entitlement to damages or its right to seek to apportion any such damages based upon a market share theory of liability. Notwithstanding the foregoing, Valero Defendants respond as follows:

Valero Defendants sold the following volumes of gasoline containing MTBE in Fresno county during the years indicated:

1996: 6,729.36 bbl
1997: 2,270,990.19 bbl
1998: 2,492,110.83 bbl
1999: 2374236.91 bbl
2000: 2,925,807.54 bbl
2001: 3,554,431.97 bbl
2002: 3,398,118.93 bbl
2003: 2,439,079.98 bbl

INTERROGATORY NO. 11:

For each year from 1986 to 2003, state the annual volume, in U.S. gallons, of MTBE gasoline that YOU produced in the United States that YOU provided to common carrier pipelines which serve the RELEVANT GEOGRAPHIC AREA.

RESPONSE:

Valero Defendants object to this Interrogatory on the grounds that it is overbroad, unduly burdensome and not reasonably calculated to lead to the discovery of admissible evidence. Valero Defendants further object to this Interrogatory on the grounds that it is both premature and irrelevant to the extent it seeks information upon which to base a market share calculation of damages in this case. At this stage of the litigation Plaintiff has not demonstrated its entitlement to damages or its right to seek to apportion any such damages based upon a market share theory of liability. Valero Defendants further object on the grounds that the term "serve the RELEVANT GEOGRAPHIC AREA," is vague, ambiguous, and undefined. Notwithstanding the foregoing, Valero Defendants respond as follows:

Valero Defendants state that the Benicia Refinery and the Golden Eagle Refinery produced the following volumes of gasoline containing MTBE during the years indicated. While both refineries delivered product into regional pipeline systems, they also shipped gasoline to customers via barge. Therefore the following volumes are inclusive of all gasoline containing MTBE produced at each refinery without regard to the means of shipment or delivery. Valero Defendants reserve the right to supplement this Interrogatory at a later date should the precise volumes shipped via pipeline ever become relevant to the resolution of this matter.

Benicia Refinery:

2000: 2,946,000 bbl CARB
2001: 4,504,000 bbl CARB

2002: 4,175,000 bbl CARB; 15,807 bbl Conventional with MTBE
2003: 3,571,900 bbl CARB

Golden Eagle Refinery:

2000: 5,790,423.00 bbl RFG; 41,934.00 bbl Conventional with MTBE
2001: 15,424,463 bbl RFG
2002: 5,102,946 bbl RFG

INTERROGATORY NO. 12:

IDENTIFY the address of each gasoline station where YOU own or owned the underground storage tanks within the RELEVANT GEOGRAPHIC AREA since 1979.

- a. State the dates of ownership for each station YOU identified.

RESPONSE:

Valero Defendants object to this Interrogatory on the grounds that it is overbroad, unduly burdensome and not reasonably calculated to lead to the discovery of admissible evidence. This Interrogatory is specifically overbroad to the extent it seeks the identification of all responsive gasoline stations in the RGA without regard to whether any such stations actually experienced a leak of gasoline containing MTBE. Valero Defendants further object on the grounds that this Interrogatory is unnecessarily duplicative of Interrogatory No. 1. Notwithstanding the foregoing or the General Objections set forth above, Valero Defendants respond as follows:

Valero Defendants refer Plaintiff to their responses to Interrogatory No. 1 for information responsive to this request.

EXHIBIT A

CUSTOMER	1996	1997	1998	1999	2000	2001	2002	2003
513 MARINE CORPS RECRUIT DEPT								X
AMBER RESOURCES LLC					X	X		
ARCO PRODUCTS COMPANY		X	X					
ARIA OIL INC					X		X	
ARMY & AIRFORCE EXCHANGE SERVICE							X	X
AVIS RENT A CAR SYSTEM INC		X	X	X				
BABA			X	X				
BAFAIZ BROTHERS				X				
BAHADAR S. JOHAL	X	X	X	X	X	X	X	
BAY AREA / DIABLO PETROLEUM CO		X	X	X	X	X	X	X
BENETO, INC		X	X	X	X	X	X	X
BLACKBURN OIL COMPANY LLC					X	X	X	
BOB JACOBS					X	X	X	X
BONG UN & SOUK JA KANG		X	X	X	X			
BOYETT PETROLEUM					X	X	X	X
BSKF DENIS, INC.							X	
BUFORD OIL CO		X	X	X	X	X	X	X
C & L MINI MART	X	X	X	X	X	X	X	X
C & N ENERGY LTD.		X						
C L BRYANT		X	X	X	X	X	X	X
C P PHELPS, INC.		X	X	X	X	X	X	X
CALICO PETROLEUM EXCHANGE							X	
CALIFORNIA FRESNO OIL CO.		X	X	X	X	X	X	X
CALIFORNIA HIGHWAY PATROL		X		X	X	X	X	
CHANG BOK KIM					X	X		
CHASE'S FOOTHILL PETROLEUM		X	X	X	X	X	X	X
CHEVRON U.S.A., INC.		X	X	X				
CIRCLE K STORES INC.		X	X					
COOL FUEL INC				X				
COSBY OIL CO INC				X	X	X		
COX PETROLEUM TRANSPORT						X		
DARLING & DURST		X	X	X	X	X	X	X
DASSEL'S PETROLEUM INC				X	X	X	X	X
DBA KAWEAH LEMON CO		X	X					
DBA RED TRIANGLE OIL CO.		X	X	X	X	X	X	
DBA: GOSHEN TRAVEL PLAZA		X	X					
DELHI MINI MART		X		X	X	X	X	
DON ROSE OIL COMPANY, INC.		X	X	X	X	X	X	X
DUNIGAN FUELS, INC.							X	
DWELLE BROTHERS					X	X	X	
E & J AKHANA		X	X	X	X	X	X	
E & J ARCO		X						
E. R. VINE & SONS, INC.					X	X		X
EL MONTE GAS CO. INC.		X	X	X	X	X		
EQUILLON ENTERPRISES LLC			X	X				
EQUIVA TRADING CO		X					X	X
EXXON COMPANY, U.S.A.		X	X					
EXXONMOBIL OIL CORPORATION (S&D)							X	X
FALCON FUELS INC						X	X	X
FEDERAL EXPRESS CORPORATION		X	X					
FIFTH WHEEL TRUCK STOP		X	X	X	X	X	X	X

EXHIBIT A

CUSTOMER	1996	1997	1998	1999	2000	2001	2002	2003
FOOTHILL GAS BEACON		X						
FRANK DENIS INC	X	X	X	X	X	X	X	
Freight Adjustment					X			
G P RESOURCES INC				X	X	X	X	
GASAMAT OIL CORP OF COLORADO				X	X	X	X	
GEORGE W. LOWRY, INC.								X
GEORGE'S BEACON SERVICE		X	X	X	X	X	X	X
GOLDEN GATE PETROLEUM					X	X		
GOODRICH OIL COMPANY		X						
GOSHEN TRAVEL PLAZA	X	X	X	X	X	X	X	X
GRAPEVINE OIL CO INC		X	X			X	X	
GURDIP S DHILLON						X	X	X
GUTHRIE PETROLEUM INC.								X
H & S SERVICES	X	X	X	X	X	X	X	
HANFORD TRI-MART		X	X	X	X	X		
HIRA PETROLEUM							X	
INTER-STATE OIL COMPANY							X	X
ITL, INC.								X
J A FISCHER INC		X	X	X	X	X	X	
J B DEWAR INC		X		X	X	X	X	X
J C LANDSDOWNE INC		X	X	X	X	X	X	
J.A. FISCHER INC.						X		
J.C. LANDSDOWNE, INC.					X	X	X	X
JACK GRIGGS INC		X	X	X	X	X	X	X
JACO OIL CO. INC		X	X	X	X	X	X	X
JEFFRIES BROS. INC.						X	X	
JERRY'S BEACON		X						
JOE GOMES & SON INC		X	X	X	X	X	X	X
JOHN DRAB					X			
JULIEN OIL CO INC		X	X	X	X	X	X	X
KANG'S ARCO GAS STATION		X		X	X			
KAWEAH LEMON CO		X		X	X	X	X	X
KERN OIL & REFINING COMPANY							X	
LARRY GAITHER		X	X					
LAWRENCE J. COATES							X	
LEON H BARTLETT INC		X	X	X	X	X	X	X
LITTLE ROCK MINI N GAS					X			
LUU THIEN LE			X					
Madera Beacon Ultramart							X	X
MANOUHER SHAHNEMATOLLAHI	X	X	X	X	X	X	X	X
MANSFIELD OIL CO				X		X	X	X
MERRIMAC PETROLEUM INC		X		X	X	X	X	
MORRO BAY FUEL DOCK INC	X	X						
MUSKET CORPORATION							X	X
NATIONAL CAR RENTAL				X	X			
NATIONAL PETROLEUM MARKETING		X						
NAVY EXCHANGE 110-350			X					
NAVY EXCHANGE SERVICE CENTER	X	X	X	X	X	X		
NELLA OIL COMPANY		X	X	X	X	X	X	X
NEW WEST PETROLEUM		X	X			X	X	
NICOLETTI OIL CO		X	X	X	X	X	X	X

EXHIBIT A

CUSTOMER	1996	1997	1998	1999	2000	2001	2002	2003
NIRMAL GILL							X	X
ONYX PETROLEUM INC		X	X	X				
P S TRADING		X						
PENCE PETROLEUM					X	X	X	
PETRO-DIAMOND, INC.						X	X	X
PETROLEUM TRADERS CORP			X	X	X	X	X	X
PILOT OIL CORP		X	X	X	X	X	X	
PILOT TRAVEL CENTERS, LLC							X	X
PINNACLE PETROLEUM, INC.					X	X	X	X
PRIME GAS, INC								X
R M PARKS		X	X	X	X	X	X	
R V JENSEN INC				X				
R. M. PARKS INC.					X	X	X	X
RATHMANN OIL CO		X	X	X	X	X	X	X
RAVITEZ SINGH SEKHON							X	
RED TRIANGLE OIL CO.					X	X	X	X
RENES BEACON		X		X	X		X	X
RHODES INC		X	X	X	X	X	X	X
RIVER CITY PETROLEUM		X	X	X	X	X	X	
ROBERT L VERNON INC		X	X	X	X	X	X	X
ROBERT V. JENSEN, INC.					X	X	X	X
ROCHE OIL CO		X	X	X	X	X	X	X
ROE OIL CO		X	X	X			X	
SAFEWAY, INC						X	X	
SAI ENTERPRISES		X						
SAWYER OIL & CHEMICAL CORP.		X	X	X				
SC FUELS						X	X	X
SEBASTIAN OIL DISTRIBUTOR							X	X
SEIBERTS OIL CO	X	X	X	X	X	X	X	X
SHELL OIL COMPANY			X					
SHERWIN PETROLEUM, INC.			X					
SHOA ESHRAGHI					X	X		
SILVAS OIL CO INC		X	X	X	X	X	X	X
SILVEIRA PETROLEUM, INC.					X	X	X	X
SO COUNTIES OIL		X						
SOCO GROUP INC					X	X		
SOUTHERN COUNTIES OIL		X	X	X	X	X	X	
SPARTAN TANK LINES		X						
SPOLSDOFF ENTERPRISES	X	X	X	X	X	X	X	X
STAN BOYETT & SON						X	X	
STAN ROBERTSON'S BEACON		X		X	X		X	
STUART'S PETROLEUM		X						
SUNNYSIDE FOOD & LIQUOR							X	X
TESEI PETROLEUM		X	X	X	X	X	X	X
TESEI PETROLEUM INC.		X			X	X	X	X
TESORO REFINING MARKETING & SUPPLY							X	
TEXACO REFINING AND MKTG, INC.		X	X					
THE HERTZ CORPORATION						X		
THE SOCO GROUP INC		X	X	X	X	X		
TOM R. WARD INC.		X	X	X	X	X	X	X
TOMS SIERRA CO		X						

EXHIBIT A

CUSTOMER	1996	1997	1998	1999	2000	2001	2002	2003
TOSCO REFINING CO (EXCH)			X		X			
TOWER ENERGY GROUP (P/L)				X				
TOWER GAS	X	X	X	X	X			
TRINIS OIL INC		X	X	X	X	X	X	X
TRUCKERS OIL COMPANY								X
TRUMAN ARNOLD COMPANIES							X	X
ULTRAMAR INC.				X	X	X	X	
ULTRAMAR SERVICE STATIONS	X	X	X	X	X			
ULTRAMAR TRUCK STOPS/CARDLOCKS	X	X	X	X	X			
ULTRAMAR, INC. (RETAIL)							X	X
USA PETROLEUM CORP		X	X	X	X	X	X	X
VALLEE FOOD STORES	X	X	X	X	X	X	X	X
VALLEY CONVENIENCE STORES INC	X	X	X	X	X	X	X	X
VALLEY PACIFIC PETROLEUM SERVICES						X	X	X
VISA PETROLEUM INC		X	X	X	X	X	X	X
W. P. DAVIES OIL COMPANY					X	X	X	X
WEST & SHAW ARCO						X	X	X
WEST HILLS OIL CO		X	X	X	X	X	X	X
WHITE RANCH COMPANY		X	X	X	X	X	X	X
WHOLESALE FUELS INC		X	X	X	X	X	X	X
WILLIAMS TANK LINES						X		
ZOLLIE KNIGHT, INC.							X	

Exhibit 12

DECLARATION OF ALEXANDER BLAGOJEVIC

RECEIVED
MAY 11 2000

I, ALEXANDER BLAGOJEVIC, declare:

1. I am employed by Lyondell Chemical Company as marketing manager for the Oxyfuels Business Group. My duties specifically include the marketing and sales of MTBE to refining customers in the Americas. Having previously been employed by Arco Chemical Company, I have held my current position since November 1992. I believe I am the person most knowledgeable presently in the employ of Lyondell Chemical Company with regard to the history of sales of MTBE by Arco Chemical Company to customers on the U.S. West Coast.

2. This Declaration is based upon both my personal knowledge and upon a review of certain sales records.

3. Given the nature of our sales and transportation arrangements with various customers, the ultimate location and use of a parcel of MTBE was not always known to us. Largely because our company's MTBE manufacturing units are located in Channelview, Texas, most of our sales contracts for MTBE have included the shipping term "FOB HOUSTON". We did enter into contracts with some customers by which we agreed to arrange for shipment to terminals in California. In many instances, however, the customer arranged shipment for itself and we delivered into the customer's rail cars, tankships, barges, storage tanks or pipelines at Houston. Although in those circumstances we had no way to be certain whether or not the

product was eventually delivered to the West Coast, our Customer Service employees made attempts to obtain and record that information.

4. In answer to Questions 13 and 14 of the "Notice of Taking Deposition of Arco Chemical", dated March 10, 2000, the first sales and deliveries of MTBE in and to California were made on a spot basis to Oxbow Resources (April 1986), Union Chemical (April 1986), Chevron Research (July 1986) and Kern Oil (October 1986).

5. Question 20 attached to the Notice asked whether or not Arco Chemical Company had sold MTBE, directly or indirectly, to certain companies. The answer to that question is "yes" as to the following companies (or their affiliates): Shell Oil Company; Shell Oil Products Company; Equilon Enterprises, LLC; Exxon Corporation; Tosco Corporation (both directly and as the assignee of certain sales contracts originally negotiated with Unocal Corporation); Chevron U.S.A. Inc.; Atlantic Richfield Co.; Texaco Inc.; BP America Inc.; BP Exploration & Oil Inc.; Ultramar, Inc.; Ultramar Diamond Shamrock Corporation; Unocal Corporation and Wickland Oil Company. I have no recollection and have found no record indicating that Arco Chemical Company ever made sales of MTBE to "Pacific Refining". However, the sales records do show a sale in 1992 of less than 500 gallons to a company in Los Angeles referred to as "PRC".

6. I attach a spreadsheet derived from our sales records showing MTBE sales by Arco Chemical Company to certain customers at destinations within

California between 1986 and 1999, inclusive. See Exhibit "A". The destinations identified on our sales records are in most cases either the port or place of delivery by Arco Chemical or the port or place to which the customer had indicated an intention to ship the product. As shown by the spreadsheet, the answer to Question 15 of the Notice is "yes".

7. The answers to Questions 16 and 17 of the Notice are "yes", as indicated above.

8. The types of documents which were generally created by Arco Chemical Company pertaining to the sale, transport, delivery, supply and/or exchange of MTBE to or with any of the defendants in the South Tahoe Public Utility District ("STPUD") case and any Northern California refineries were:

Invoices to customers;

Product Purchase Agreements;

MTBE Sales Contracts;

Exchange Agreements;

Telexes or Letters confirming spot orders;

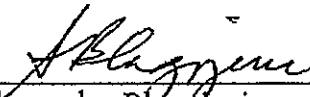
Shipping Contracts with customers;

Shipping bills of lading;

Charter Parties or other contracts with transport providers; and

Invoices from transport providers.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct, and that this declaration is made this 4th day of May, 2000 at Houston, Texas.



Alexander Blagojevic

EXHIBIT "A"

SALES OF MTBE BY ARCO CHEMICAL COMPANY TO
SPECIFIED CALIFORNIA CUSTOMERS BY DESTINATIONS, 1986-1999

(Volume in Gallons rounded to nearest thousand)¹

CUSTOMER	1986	1987	1988	1989	1990	1991	1992	1993	1994	1995	1996	1997	1998	1999
ARCO PRODUCTS CO.														
EL SEGUNDO									6604					
MARTINEZ								2098						
ANAHEIM						0								
CARSON								2068						
CROCKETT							3576	12252						
LONG BEACH						34137	35631	111551	79469	9441	11150	47928	59934	52126
LOS ANGELES						1259	6347	18685	1051	2100		47		
SAN PEDRO						2077	11456	10868						
ATLANTIC RICHFIELD														
LOS ANGELES			2985	15207	2966									
LONG BEACH					14478									

¹Blank box indicates no sales in given year;
"0" indicates sales of at least 1 gallon but less than 500 gallons.

2

CUSTOMER 1986 1987 1988 1989 1990 1991 1992 1993 1994 1995 1996 1997 1998 1999

TEXACO REFINING & MARKETING														
BAKERSFIELD						318								
EL SEGUNDO					3822									
SIGNAL HILL				7768	9822	5327								
SAN FRANCISCO				1966										
WILMINGTON		669				1531								
CROCKETT							2112	6183		10219				
LONG BEACH				11207	9054	17140	11790	12241	12453	14776	8968			
LOS ANGELES														
MOPECO							10762	14830	14682	33620	41520			
RICHMOND						2721	2076							
SAN PEDRO					11182	2940	1655	3937	2662	15217	7654			
SIGNAL HILL							8668	14906	6300					
UNIVERSITY CITY							1483	9008	3310					
TOSCO REFINING CO.														
MARTINEZ									0					
CROCKETT											3088			
LOS ANGELES											47132	68319		
SAN FRANCISCO											3212			
LONG BEACH												2062		

(

Exhibit 13

Legal Retention at MSXSOC

From: Stanley CC (Curtis) at MSXWHWTC
Sent: Wednesday, May 13, 1998 11:49 PM
To: Parkinson CD (Chris) at OPC
Cc: Gustafson JB at SHELL RESEARCH THORNTON; Sykes RM at SIEP
Subject: MTBE Issues

Chris,

* I'm sorry that it has taken me awhile to get back to you on MTBE issues. I know that you are beginning to feel the heat (it will get much hotter). As you are aware, MTBE is one of the biggest environmental issues that US oil companies are facing due to 1) MTBE's wide occurrence in groundwater, 2) MTBE's high migration potential, 3) MTBE's impact on several high visibility municipal well systems, 4) MTBE's very low odor and taste thresholds, and 5) the difficulty and high cost associated with treating MTBE in water. My first association with MTBE was in 1980 at Rockaway, NJ where 4,000 people were tasting ether (MTBE and DIPE) in their water supplied from a municipal well. The problem in the US is now much worse. I hope that the following information will help put the issue in perspective for you. As you are reviewing this information and have any questions, please feel free to call me.



Cal EPA Brlg 3 98.doc

a very well written and balanced paper from a state perspective



MTBE research note
4-98.doc

This is MTBE research conducted by API's Soil/Groundwater Technical Task Force which I chair



EPA MTBE Proj. Ser



API activities



FW California MTBE
Advisory P...

California activities mandated by the legislature



MTBE editorial.doc

This is an editorial that the National Ground Water Association requested that I write for the Association of Ground Water Scientists and Engineers (May/June Issue 1998)



mtbeapi.doc

This is an API fact sheet from my Task Force



MTBE National
Perspective 3.98...

This is a presentation that I have made to Shell Mgmt

EQ 028732



This is a table that I modified from some of John's work for my editorial



This is an MTBE remediation presentation that I made to Shell's remediation managers

In addition to the above references, I am in the process of writing two papers on MTBE considerations for RECA. These papers will be presented 1) next week at the Battelle Conf on Recalcitrant Compounds, and 2) at the NGWA conf on MTBE in LA in June. We are also conducting work with decision analysis tools to help guide our remediation efforts for MTBE.

I'm sure this is much more than you bargained for, but like I said, if you have any questions, I'm only a call away.

Best Regards,

Curtis C. Stanley

Environmental Technology Directorate - Soil and Groundwater
Westhollow Technology Center

(phone-☎) 281-544-7675 (fax-☎) 281-544-8727

e-mail: cstanley@rhelhus.com

(This communication per applicable agreements between our respective companies.)

Exhibit 14

1 IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA

2 IN AND FOR THE COUNTY OF SAN FRANCISCO

3 --o0o--

4 SOUTH TAHOE PUBLIC UTILITY)
DISTRICT,)

5 Plaintiff,)

6 vs)

No. 999128
VOLUME I

7 ATLANTIC RICHFIELD COMPANY)
8 ("ARCO"); ARCO CHEMICAL COMPANY;))
SHELL OIL COMPANY; CHEVRON)
9 U.S.A., INC.; EXXON CORPORATION;))
B.P. AMERICA, INC.; TOSCO)
10 CORPORATION; ULTRAMAR, INC.;)
BEACON OIL CO.; USA GASOLINE)
11 CORPORATION; SHELL OIL PRODUCTS)
CO.; TERRIBLE HERBST, INC.;)
12 ROTTEN ROBBIE; J.E. TVETEN)
CORP.; TAHOE TOM'S GAS STATION;)
13 THE SOUTHLAND CORP.; PARADISE)
CHEVRON; and DOES 1 through 600,)
14 inclusive,)

15 Defendants.)
16

17 --o0o--

18 THURSDAY, MAY 6, 1999
10:03 A.M.

19 --o0o--

20 DEPOSITION OF
CURTIS STANLEY

21 --o0o--
22
23

24 CATHLEEN SLOCUM, CSR
License No. 2822
25

EXAMINATION

By DUANE C. MILLER, Esq., counsel on behalf of the plaintiff:

Q Can we have your name and business address, please?

A Sure. My name is Curtis Stanley. My business address is the Equilon Westhollow Technology Center in Houston, Texas. Is that enough?

Q That's sufficient.

THE VIDEOGRAPHER: Excuse me. We need to swear in the witness.

MR. MILLER: Correct.

(Witness sworn.)

MS. DOYLE: So now really tell him your true address.

THE WITNESS: The same.

MR. MILLER: Q Mr. Stanley, I'd like you to briefly relate your educational background starting with college for us, please.

A I have a bachelor of science in geology from North Carolina State University with a specialization in engineering. That is my formal education and then other education that I've received was on-the-job training while at Shell and now Equilon.

Q And basically you were employed by the Shell Oil Company since you graduated from North Carolina State

1 University?

2 A That's correct.

3 Q And you are currently responsible for hydrogeological
4 evaluation of Shell's facilities nationwide and on the West
10:06:30 am 5 Coast immediately prior to Equilon becoming involved; is
6 that correct?

7 A In my career I've had responsibility for evaluating
8 facilities. Currently my primary responsibility is in
9 regard to development and implementation of risk-based
10 corrective action.

11 Q When you were employed by Shell you had responsibility
12 to evaluate retail gasoline stations; is that correct?

10:07:00 am 13 A Yes.

14 Q And you had that responsibility for the West Coast for
15 a period of time for manufacturing facilities; is that
16 correct?

17 A That's correct.

18 Q And you also had that responsibility nationwide for
19 Shell for gasoline stations at one time; is that correct?

20 A That's correct.

21 Q And what period of time are we talking about when you
22 had that responsibility?

23 A For retail?

24 Q Yes.

25 A As I recall probably starting in 1980 extending into

07:30 am 1

the mid-eighties.

2

Q And when you had those responsibilities, were you responsible among other things for investigating leaks of gasoline?

5

A Yes.

6

Q And in that respect did you go to Rockaway, New Jersey in approximately 1980?

8

A Yes.

9

Q What was the problem in Rockaway, New Jersey?

10:08:00 am 10

A MTBE and diisopropyl ether had been found in the municipal water supply for Rockaway, New Jersey.

11

12

Q And why as a Shell Oil Company employee were you interested in that?

13

14

10:08:30 am 15

A There was an indication that that, the concentrations of those oxygenates, those oxygenates in the water supply, were potentially from one of our service stations located upgradient of the site.

16

17

18

Q Didn't you confirm that Shell was the source of that problem?

19

20

A We confirmed that we were part of that problem.

21

Q In 1980?

22

A 1980, 1981.

23

10:09:00 am 24

Q Okay. And during that investigation were you in charge of that investigation on behalf of Shell?

25

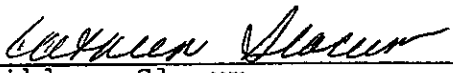
A Yes.

1 CERTIFICATE OF CERTIFIED SHORTHAND REPORTER

2
3 I, CATHLEEN S. SLOCUM, a Certified Shorthand
4 Reporter, in and for the State of California, duly appointed
5 and commissioned to administer oaths, do hereby certify:

6 That I am a disinterested person herein; that the
7 witness, CURTIS STANLEY, named in the foregoing deposition,
8 was by me duly sworn to testify the truth, the whole truth,
9 and nothing but the truth; that the deposition was reported
10 in shorthand by me, Cathleen S. Slocum, a Certified
11 Shorthand Reporter of the State of California, and
12 thereafter transcribed into typewriting.

13 IN WITNESS WHEREOF, I have hereunto set my hand as
14 Certified Shorthand Reporter on this 15 of May, 1999.

15
16
17
18 
19 Cathleen Slocum
20 Certified Shorthand Reporter
21 License Number 2822

22 ---o0o---

Exhibit 15

Atlantic Richfield Company

Internal Correspondence MAT-9



Date: March 31, 1981
Subject: Pre Study Conference

From/Location: R. N. Roth, AP-479

To/Location: File, MTBE

On March 27, 1981, I attended a conference of the MTBE study group. The purposes of this meeting were to review the status of the pre-study work for Phase I of the MTBE toxicity studies; review the studies with the third party auditor Tracor-Jitco and to review any protocol changes made to the planned teratology and reproduction studies.

Highlights of the discussion are given below:

General

1. ARCO has sent technical material to the laboratory for use in the inhalation studies. Analytical information on the material is available and will be sent out by API.
2. Although not present, Ben Thomas of Shell sent a message that Shell has been involved in the contamination of a township's drinking water with DIPE (disopropyl ether) and 100 ppb MTBE. According to Ben, approximately 20% of all underground gasoline storage tanks leak, leading to the possibility of ground water contamination. This ground water contamination may have to be considered when long term testing is considered. It might also make the NTRP rat study of TBA in the drinking water more applicable. To date, Shell and ARCO are the only ones with MTBE in gasoline.

Reproduction - Teratology Studies

A question arose over what supplier to obtain rats from. Bio/dynamics has a history of SDA virus. Charles River's Kingston facility, the original supplier, is supposedly SDA free. If animals were ordered from Kingston, they were likely to develop SDA symptoms after arrival. The group considered ordering animals from CR's Portage facility, where animals would already have been exposed to SDA.

The decision was made to stay with Kingston since Bio/dynamics has been getting animals from there for the last nine months and has not experienced any problems. To insure the animals will be SDA-free when the exposure begins, animals will be acclimated for three weeks.

ARC 035844

A.R.CO.-1-A
(5-79)

File, MTBE
March 31, 1981
Page 2

The concentrations of MTBE given in the justification document which were said to produce narcosis were questioned by C. Conoway. I said I would check them.

Details of the study monitoring by Tracor-Jitco will be sent to members by API.

The dates of the reproductive studies depend on when the nine-day probe study is completed.

At my suggestion, a complete water analysis will be done in the middle of the teratology study. This is required by GLP's.

Metabolism Studies

The methods development segment of the metabolism studies is completed. It has been found that the majority of MTBE is eliminated via the lungs within an hour after dosing in the aqueous soluble phase.

Since problems were encountered with hemolysis when MTBE was given I.V., future studies will use the I.P. method of dosing.

Nine-Day Inhalation Study

Prestudy work with the chambers and analytical methods has been completed. The material is being atomized without heating, to consistently generate levels of 100, 300, 1000 and 3000 ppm.

Chamber concentrations will be analyzed using I.R. For future studies, an online GC analysis will be available. Analysis will be done automatically every 15 minutes for 100, 300, and 1000 ppm and manually every 1/2 hour for 3000 ppm.

Bio/dynamics recommends eliminating the charcoal grab samples of chamber concentration. This was accepted by the group since the accuracy of these samples is questionable.

Tracor-Jitco will monitor the study once during early exposures and the day of necropsy. C. Kerwin, of Phillips Oil will also monitor the study during the necropsies.

Mr. Van Dyke of Bio/dynamics raised a point which deserves further consideration. The metabolic studies which have shown most of the MTBE blown off in the first hour have been done in an unsaturated atmosphere. However, all the toxicity studies will be done in atmospheres in which MTBE concentration is quite high, preventing MTBE from being eliminated so rapidly or completely. This may change the pharmacokinetic profile of

ARC 035845

File, MTBE
March 31, 1981
Page 3

MTBE and result in the metabolic studies not giving an accurate profile of MTBE's fate in the rat. Mr. Van Dyke felt the group may want to do future metabolic work in an MTBE saturated atmosphere. However, the group felt the planned metabolic studies should be completed before considering Mr. Van Dyke's suggestion.

It would appear that the unsaturated atmosphere in the metabolic studies more closely approximates the atmosphere workers will be exposed to.

Overall, I think the planned MTBE studies are moving along very well. If we could be assured of receiving accurate and regular progress reports from Dr. S. Ridlon, I do not think our presence would be necessary at the group meetings since ARCO seems adequately represented by Dr. Ridlon.

cc: J. A. Budny
RNR:mp

ARC 035846

Exhibit 16

SUPERIOR COURT OF THE STATE OF CALIFORNIA
IN AND FOR THE COUNTY OF SAN FRANCISCO

SOUTH TAHOE PUBLIC UTILITY
DISTRICT,
Plaintiff

VS.

NO. 999128

ATLANTIC RICHFIELD COMPANY ("ARCO");
ARCO CHEMICAL COMPANY; SHELL OIL
COMPANY; CHEVRON U.S.A., INC.;
EXXON CORPORATION; B.P. AMERICA,
INC.; TOSCO CORPORATION; ULTRAMAR,
INC.; BEACON OIL CO.; USA
GASOLINE CORPORATION; et al.,
Defendants

COPY

VIDEOTAPED DEPOSITION OF

BEN THOMAS, Ph.D.

November 15, 2000

Portions of this transcript contain confidential
documents, information or other things.

VIDEOTAPED DEPOSITION OF BEN THOMAS, Ph.D., produced
as a witness at the instance of the plaintiff, was taken
in the above styled and numbered cause on November 15,
2000, from 10:15 a.m. to 4:50 p.m., before Kay Howell,
Certified Shorthand Reporter in and for the State of
Texas, reported by machine shorthand, at Doubletree
Hotel, 400 Dallas, Houston, Texas.

14:10:33 1 A. Only in detail. I'm afraid I don't remember him.

(10:39 2 Q. Were you a member of the Toxicology Committee
14:10:42 3 until you left Shell in 1990?

14:10:45 4 A. I was.

5 (Marked Thomas Exhibit No. 5.)

14:11:15 6 Q. (BY MR. SHER) I'm handing you a copy of what
14:11:17 7 I've marked as Exhibit 5 to your deposition. This is on
14:11:24 8 Atlantic Richfield Company letterhead. It's internal
14:11:29 9 correspondence dated March 31, 1981, from R. N. Roth to
14:11:34 10 file, MTBE, and it's Bates stamped ARC 035844 through 46.
14:11:40 11 Let's go off the record so you can have a chance to look
14:11:43 12 this over.

14:11:44 13 THE VIDEOGRAPHER: The time is 2:11 p.m.
14 (Discussion off the record.)

14:14:52 15 THE VIDEOGRAPHER: Back on the record at
14:14:53 16 2:14 p.m.

14:14:54 17 Q. (BY MR. SHER) Have you had a chance to look over
14:14:57 18 Exhibit 5 while we were off the record?

14:14:59 19 A. I have.

14:14:59 20 Q. Do you have any recollection in the first part of
14:15:03 21 1981 being involved with a group known as the MTBE Study
14:15:09 22 Group?

14:15:09 23 A. This memorandum refreshes my memory, yes.

14:15:12 24 Q. What is your recollection about that?

(15:14 25 A. This was some early studies. As I recall, they

14:15:19 1 were -- it was a program ongoing when I joined the
(14:15:22 2 committee, or at least under discussion when I joined the
14:15:26 3 Toxicology Committee. You know, I apparently have sent
14:15:32 4 information over to Randy Roth of Arco saying that we are
14:15:36 5 involved with a contamination of a township's drinking
14:15:42 6 water with disopropyl ether and MTBE at 100 part per
14:15:45 7 billion. And I reflect the information that I had, that
14:15:48 8 20 percent of all underground storage tanks leak, leading
14:15:53 9 to the possibility of groundwater contamination.

14:15:53 10 Q. In the middle of the page there is a reference
14:15:55 11 that says to date Shell and Arco are the only ones with
14:15:59 12 MTBE in gasoline. Do you see that?

14:16:00 13 A. I do.

14:16:01 14 Q. Do you have a recollection of a time when Shell
14:16:03 15 and Arco were the only companies with MTBE in their
14:16:07 16 gasoline?

14:16:09 17 A. I know Shell was a user of MTBE, but I don't know
14:16:13 18 what other companies used it.

14:16:16 19 Q. Are you aware that over the course of the 80's
14:16:19 20 other companies also started using MTBE?

14:16:23 21 A. Yes.

14:16:23 22 Q. Can you recall when the additional companies
14:16:30 23 started using MTBE in rough terms?

14:16:33 24 A. No, but I would assume it was in the mid-1980's,
(14:16:37 25 mid to late 1980's.

1 STATE OF TEXAS)
2 COUNTY OF HARRIS)

3 REPORTER'S CERTIFICATION

4 TO THE DEPOSITION OF BEN THOMAS, Ph.D.

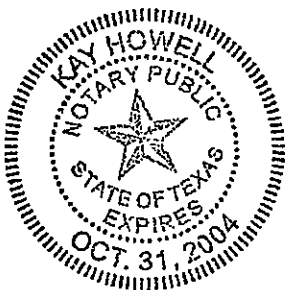
5 Taken on November 15, 2000

6
7 I, KAY HOWELL, Certified Shorthand Reporter in and for
8 the State of Texas, hereby certify that this deposition
9 transcript is a true record of the testimony given by the
10 witness named herein, after said witness was duly sworn
11 by me.

12 I further certify that I am neither attorney nor counsel
13 for, related to, nor employed by any of the parties to
14 the action in which this testimony was taken. Further, I
15 do not have any existing or past financial, business,
16 professional, family, or social relationships with any of
17 the parties or their attorneys which to some might
18 reasonably create an appearance of partiality.

19 Upon conclusion of the deposition, the deponent
20 requested the opportunity to review the transcript and
21 make changes in form or substance.

22 Subscribed and sworn to on this the 27th day of November,
23 2000.



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Exhibit 17



Oct 17 2005
9:03PM

Wallace
King
&
Domike
Branson

WALLACE KING DOMIKE & BRANSON, PLLC
1050 THOMAS JEFFERSON STREET, N.W.
WASHINGTON, DC 20007

Phone 202.204.1000
Fax 202.204.1001

William F. Hughes
Direct Dial 202.204.3727
bhughes@wallaceking.com

October 17, 2005

Via LexisNexis File & Serve

Robin L. Greenwald
Weitz & Luxenburg, P.C.
180 Maiden Lane, 17th Floor
New York, New York 10038-4925

Re: In re: MDL 1358 Products Liability Litigation

Dear Ms. Greenwald:

On behalf of the Chevron Defendants, this letter provides information responsive to Judge Scheindlin's August 12, 2005 directive regarding disclosure of involvement in national and regional trade associations on issues related to oxygenates and/or underground storage tanks ("USTs"). Based upon their investigation thus far, the Chevron Defendants provide the following information:

American Petroleum Institute

Defendant Chevron Corporation¹ has been a member of the American Petroleum Institute ("API") since a date prior to the relevant time. On various occasions during the relevant time period, certain employees of Chevron Corporation and/or affiliated entities, including defendant Chevron U.S.A. Inc., participated in various API committees that may have addressed certain matters related to oxygenates and/or USTs. These committees include: (1) Ad Hoc MTBE Coordination Group; (2) Soil/Groundwater Technical Task Force; (3) MTBE Research Group; (4) RFG Certification Work Group; (5) Ad Hoc RFG Certification Protocol Subgroup; (6) Section 211(b) Research Group; (7) Ad Hoc Oxygenates Group; (8) Clean Air Act Ad Hoc Committee on PPC; (9) Toxicology Committee; (10) Petroleum Industry Workgroup on Methanol Research; (11)

¹ Chevron Corporation has operated under several names during the relevant time period: (1) Standard Oil Company of California (from a date prior to 1979 until July 1984), (2) Chevron Corporation (July 1984-Oct. 2001 and May 2005-present), and (3) ChevronTexaco Corporation (Oct. 2001-May 2005). These entities are referred to collectively herein as Chevron Corporation.

Wallace
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Branson

Robin L. Greenwald
October 17, 2005
Page 2

Fuels Committee; (12) Fuels Task Force; (13) Water Subcommittee Water Quality and Water Protection Task Force; and/or (14) Vehicle Emissions Task Force.²

Western States Petroleum Association

Defendant Chevron Corporation and/or affiliated entities have belonged to the Western States Petroleum Association ("WSPA") since a date prior to the relevant time period.³ On various occasions during the relevant time period, employees of Chevron Corporation and/or affiliated entities participated in the following WSPA committees that may have addressed certain matters related to oxygenates and/or USTs: (1) MTBE Task Force; (2) Ad Hoc MTBE Task Force; (3) Ad Hoc WSPA MTBE Treatability Task Force; (4) RFG Advocacy Task Force; (5) Fuels Subcommittee RFG Compatibility Issues Technical Task Force; (6) Ad Hoc RFG Group; (7) Remediation Task Force; (8) Toxic Air Contaminant Task Force; and/or (9) Ad Hoc Group on MTBE.

Other Industry Organizations

On various occasions during the relevant time period, Chevron Corporation and/or affiliated entities (including defendant Chevron U.S.A. Inc.) were members of and/or participated in the following industry associations that may have addressed certain matters involving oxygenates and/or USTs: (1) Independent Petroleum Association of America; (2) Interstate Technology Resource Council; (3) National Petrochemical Refiners Association; (4) National Petroleum Council; (5) Petroleum Environmental Research Forum; (6) Reformulated Gasoline Survey Association; (7) Resource Environmental, LLC; (8) Society of Automotive Engineers; (9) Society of Independent Gasoline Marketing America; (10) Western Petroleum Marketers Association; and/or (11) certain divisions of U.S. Oil & Gas.

The Chevron Defendants provide this information to the best of their knowledge. The Chevron Defendants are continuing their investigation and reserve the right to amend and/or supplement this response should they discover additional information.

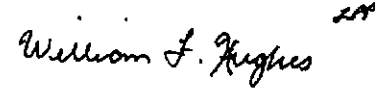
² Prior to 1984, defendant Chevron U.S.A. Inc. was known as Gulf Oil Corporation. From a date prior to the relevant time period until approximately 1984, Gulf Oil Corporation was a member of API. Defendant Texaco Inc. was a member of API from a date prior to the relevant time period until 2001.

³ Prior to 1988, WSPA was known as the Western Oil and Gas Association.

Wallace
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Robin L. Greenwald
October 17, 2005
Page 3

Sincerely,

 ²⁰

William F. Hughes

cc: All Counsel (via LNFS)

Exhibit 18

Wallace
King
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1050 THOMAS JEFFERSON STREET, N.W.
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PETER C. CONDRON
Direct Dial 202.204.3707
pcondron@wallaceking.com

October 17, 2005

VIA LEXIS/NEXIS FILE AND SERVE

Robin L. Greenwald, Esq.
Weitz & Luxenburg, P.C.
180 Maiden Lane, 17th Floor
New York, New York 10038-4925

Re: **In re: MDL 1358 Products Liability Litigation**

Dear Ms. Greenwald:

On behalf of the Shell Defendants, this letter provides information responsive to Judge Scheindlin's August 12, 2005 directive regarding disclosure of participation in national and regional petroleum industry trade associations that focus on issues related to oxygenates and/or underground storage tanks ("USTs"). Based upon their investigation thus far, the Shell Defendants submit the following membership information:

American Petroleum Institute (API)

Shell Oil Company has been a member of API from 1950 through the present. During this period, representatives of Shell Oil Company and/or its various affiliates and subsidiaries may have participated in the following subcommittees and task forces: the 211(b) Research Group, the Ad Hoc Committee on MTBE, the Ad Hoc MTBE Coordination Group, the Fuels Committee, the Fuels Group Program, the Fuels Task Force, and the Soil/Groundwater Technical Task Force.

Louisiana Mid-Continent Oil & Gas Association (LMOGA)

Shell Oil Company and members of its various affiliates and subsidiaries, including Equiva Enterprises, Motiva Enterprises and Shell Oil Products US f/k/a Equilon Enterprises, have been members of LMOGA since at least 1980. During this period, representatives of Shell Oil Company and/or its various affiliates and subsidiaries may have participated in the Subcommittee on Air that was originally formed to consider the Clean Air Act Amendments of 1990.

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Robin L. Greenwald
October 17, 2005
Page 2

Mid-Continent Oil and Gas Association

Shell Oil Company and/or its various affiliates and subsidiaries are current members of the Mid-Continent Oil and Gas Association.

National Petrochemical and Refiners Association (NPRA)

Shell Oil Company has been a member of NPRA from 1999 through the present.

National Petroleum Council (NPC)

Shell Oil Company and/or its various affiliates and subsidiaries have been members of NPC since 1946.

Petroleum Environmental Research Forum (PERF)

Shell Oil Company and/or its various affiliates and subsidiaries are current members of PERF.

Petroleum Marketers Association of America (PMAA)

Shell Oil Company has never been a member of PMAA. Shell Oil Company does support PMAA, though, through a corporate sponsorship.

Reformulated Gasoline Survey Association

Shell Oil Company and/or its various affiliates and subsidiaries are current members of the Reformulated Gasoline Survey Association.

Society of Independent Gasoline Marketers of America (SIGMA)

Shell Oil Company and/or its various affiliates and subsidiaries have been members of SIGMA since 1992 through the present.

Western Petroleum Marketers Association (WPMA)

Shell Oil Company and/or its various affiliates and subsidiaries, excluding Motiva Enterprises and Equiva Enterprises, are current members of WPMA.

Western States Petroleum Association (WSPA)

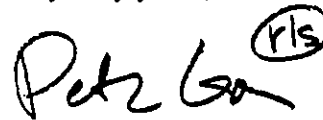
Shell Oil Company has been a member of WSPA since a date prior to the relevant time period. During this time, representatives of Shell Oil Company and/or its various affiliates and subsidiaries may have participated in the MTBE Task Force subcommittee.

Wallace
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Branson

Robin L. Greenwald
October 17, 2005
Page 3

The Shell defendants have provided this information, including dates of membership, to the best of their knowledge. The Shell defendants are continuing their investigation and reserve the right to supplement this response should they discover additional information.

Very truly yours,



Peter C. Condrón

cc: Counsel of Record (via LexisNexis File and Serve)

Exhibit 19



Sep 15 2005
8:11PM

Tracie J. Renfroe
Partner

711 Louisiana Street, Suite 2300
Houston, Texas 77002-2770
Office 713.221.1404 800.887.1993
Fax 713.221.2123
tracie.renfroe@bracewellgiuliani.com

September 15, 2005

Via LexisNexis File & Serve

Robin L. Greenwald
Weitz & Luxenberg
180 Maiden Lane, 17th Floor
New York, New York 10038

Re: MDL 1358 – Valero and Ultramar Defendants' Trade Organization Information

Dear Ms. Greenwald:

In accordance with the Court's directive at the August 12, 2005 Status Conference and in your capacity as Plaintiffs' liaison counsel, this letter provides information on Valero Energy Corporation, Valero Marketing and Supply Company, Valero Refining and Marketing Company, and Valero Refining Company-California's¹ ("Valero Defendants") and Ultramar Inc., Ultramar Energy, Inc., Ultramar Limited, TPI Petroleum, Inc., and Colorado Refining Company's ("Ultramar Defendants") membership in the American Petroleum Institute ("API"), Oxygenated Fuels Association ("OFA"), and OFA MTBE Committee.

API

Valero Defendants have never been members of API. API records indicate that Hill Petroleum Company was a member of API from 1980-81, prior to this entity's affiliation with Valero Defendants beginning in 1997. Additionally, API records indicate that Ultramar Refining was a member of API from 1989-90; Ultramar Inc. was a member of API in 1991; and Ultramar Corporation was a member of API from 1992-93.

¹ Plaintiffs' complaints filed in Connecticut, Iowa, and New York also name Valero Refining Company, a non-existent entity.



Robin L. Greenwald
September 15, 2005
Page 2

OFA

Valero Energy Corporation was a member of OFA from 1993 until the organization's dissolution in 2004. Phibro Energy was apparently a member of OFA from 1994-95, prior to this entity's affiliation with the Valero Defendants in 1997. Ultramar Defendants have never been members of OFA.

MTBE Committee

Valero Defendants and Ultramar Defendants have never been members of the MTBE Committee.

Valero Defendants and Ultramar Defendants reserve the right to amend or supplement this information in the future if necessary.

Very truly yours,

Bracewell & Giuliani LLP

A handwritten signature in black ink, appearing to read "Tracie J. Renfro".

Tracie J. Renfro

TJR/tds

cc: All counsel via LexisNexis File & Serve

Exhibit 20

American Petroleum Institute
1220 L Street, Northwest
Washington, D C 20005
202-682-8000



S.T. Cragg, Ph.D.
Toxicologist
202/682-8342

→ ~~see~~
XIAT-9
RECEIVED
JUN 20 1984
R. N. ROTH

TO: Methyl tertiary-Butyl Ether Task Force
FROM: Steven T. Cragg *STC*
DATE: June 18, 1984

Enclosed are the minutes of the MtBE meeting. If there are items which are of sufficient importance to be added or changed, please send your marked copy to K.A. Hazer, Ph.D. in Chuck's absence. As you know, I will not be available after this date as well.

xc: K.A. Hazer (API)
C.E. Holdsworth (API)
E.O. Siebert (Huels)
N.K. Weaver (API)

ARC 035444

THE AMERICAN PETROLEUM INSTITUTE
Medicine and Biological Science Department

Methyl tertiary-Butyl Ether Meeting

API Offices
Washington, D.C.

Tuesday, June 12, 1984
9:30 a.m.

Participants:

R.C. Anderson (API)
C.C. Conaway (Texaco)
S.T. Cragg (API)
B.K. Hoover (ARCO Chem.)
C.J. Kirwin (Phillips)

S.C. Lovre (ARCO Pet.)
S.A. Ridlon (ARCO Chem.)
E.O. Seibert (Huels)
F.B. Thomas (Shell)

The purpose of the meeting was to discuss the status of the composite final report of the toxicity and metabolism studies conducted on MtBE by Bio/dynamics Laboratory, Inc. In addition, the disposition of any future studies was also evaluated, as was the emerging issue of MtBE in ground water. Also considered were such items as; publication of results, longterm storage of study data and materials, final audit of study results, and ACGIH deliberations on an MtBE TLV.

Regarding the composite report, task force comments for the initial draft have been submitted and revisions by the laboratory have been made. The task force still had some minor concerns which it desired changed and decided to extend the deadline for further comment until July 1, 1984. It was realized that the contract laboratory is under no obligation to make further revisions. The changes will be asked for, however. Following this, the decision was reached to accept the report with the additional task force comments. The task force may decide at a later date to have the summarized comments accompany the report or be incorporated into the MtBE file, if Bio/dynamics does not further revise the report.

Several other decisions were reached concerning the Bio/dynamics studies. First, Bio/dynamics will be instructed to discard the

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radiolabeled tissues from the metabolism study as the metabolites within them may have volatilized/sublimed over time to the point that if they were now analyzed, misleading values might be generated. Second, the remaining tissues and data will be sent to the API repository for those studies specifying short storage intervals in the contract. Third, a follow-up quality assurance audit was recommended by the task force to be performed on the reproduction/teratology study. The task force realized, however, that API staff was presently understaffed and left the decision of prioritization of this effort to staff.

Dr. Conaway recommended that, if possible, at least three papers be published from the Bio/dynamics MtBE studies. These would include publications on; 1) two-species teratology, 2) reproduction, and 3) metabolism. Concern was expressed that the metabolism data may not be sufficient for publication. Various names were recommended as authors for these papers. Dr. Von Bulow will be encouraged to submit a paper on the Huels sponsored 90-day study and ARCO may submit its genetox data. An attempt will be made to submit all of these as a package to a single journal such as the Journal of Environmental Contamination and Toxicology. Dr. Conaway asked that all draft papers be submitted to API no later than September 1, 1984. API will act as the "clearing-house" for the papers and will submit the packet to the journal.

In view of the NTP's deprioritization for conducting a carcinogenicity bioassay on tertiary-butyl alcohol (TBA), a known metabolite of MtBE, the task force decided little need existed for additional metabolism studies at this time.

Some of the task force members indicated that MtBE had been found in ground water near leaking underground storage tanks from their service stations. Usually the service stations having these problems have not been directly owned by the company, but are franchise stations with older storage tanks. It appears that the oxygenate components of gasoline, such as MtBE, migrate most rapidly underground and are the most noticeable from an organoleptic standpoint. Pending votes from Exxon, Tenneco and Dr. Von Bulow of Huels, the task force decided to give the remaining funds in the MtBE budget to the API research effort on gasoline in groundwater. This is contingent upon API's testing of oxygenates (and MtBE in particular) in such a program. However, if such an API research effort does not include the testing of oxygenates/MtBE, the remaining funds of \$28,000 will be returned to the companies participating in the MtBE testing program.

Regarding a similar issue, the proposal by Dr. Finn on groundwater contamination will be referred back to Dr. David Chen (API staff to the Environmental Biology and Community Health Committee) for review by this committee.

Finally, as a point of information, Ms. Hoover reported that all

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data in API files concerning MtBE had been forwarded to J. Gesser representing the ACGIH. This organization will propose a TLV for MtBE in the near future. It was speculated that such a level might be similar to other ethers (i.e., 400 ppm).

prepared by;

STC
Steven T. Cragg, Ph.D.
API Toxicologist
6/15/84

ARC 035447

Exhibit 21

ARCO Chemical Company

Internal Correspondence

MAT-9

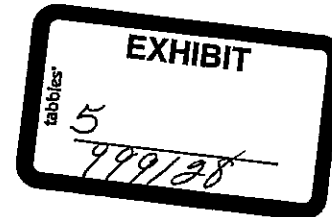


Date: June 14, 1984

Subject: API MTBE Meeting Highlights

From/Location: B. K. Hoover

To/Location: S. A. Ridlon



A meeting of the API Ad Hoc Committee on MTBE was held in Washington on June 12, 1984. Those in attendance included: F. B. Thomas (Shell), C. C. Conaway (Texaco), S. T. Cragg (API), E. Seibert (Huls), C. Kirwin (Phillips), R. C. Anderson (API), S. C. Lovre (ARCO), S. A. Ridlon (ARCO Chemical), and B. K. Hoover (ARCO Chemical).

The status of the composite final report of the API studies was discussed. Although the report was generally good, some committee members had minor comments that they would like to have the laboratory address. It was decided that these remaining comments would be sent to API staff for submission to the laboratory. The report was given provisional approval providing that the laboratory address these comments either by letter or by changes in the report.

Dr. Conaway expressed a desire to submit these studies for publication to the Journal of Environmental Health and Toxicology. Authorship on the various papers was determined. Dr. Conaway stated that he had asked Larry Andrews of ARCO to review the metabolism study and prepare a draft for publication. ARCO is currently reviewing this request since problems noted in that study may make it less suitable for publication. Dr. Conaway also asked Dr. Ridlon of ARCO to review the possibility of publishing the acute studies that it submitted to the committee as background for the API work.

The future plans of the group were considered. It was decided that no attempt would be made to pursue plans to perform any new metabolism study. The cost of future work as well and the qualitative data obtained in the earlier metabolic study were cited as reasons for this decision.

MTBE is a possible contaminant of groundwater, especially in association with leaking gasoline storage tanks. Dr. Conaway expressed a desire to obtain taste and odor threshold data for MTBE. Dr. Thomas explained that he is chairman of the API task force on groundwater contamination. Their plans are presently only tentative due to a need for greater direction from API management committees. He stated that oxygenates such as MTBE were considered proprietary and not sufficiently generic to the industry to be considered in an API project at the present time. He further indicated that the Environmental Biology and Community

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Health Committee of API is considering taste and odor problems associated with the soluble components of gasoline. They may be willing to consider MTBE, as well as other oxygenates, on their list of contaminants for study. The Ad Hoc Committee decided to make their remaining funds available to that group providing that they specifically study MTBE and that they are allowed to review and comment on the proposal prior to the initiation of work. If this is not possible, they instructed API to distribute the remainder of the money back to each member company serving on the MTBE committee.

On other matters, the committee decided to dispose of the radio-labelled tissues from the metabolism study pending appropriate file documentation. They decided to ask API to make arrangements to store data and specimens from all MTBE studies at Experimental Pathology Laboratories in Herndon, Virginia. A request was made to API to revisit Bio/dynamics to quality assure the portions of the studies that were rejected during previous audits. If API needs assistance in this area, ARCO agreed to send B. K. Hoover to aid in this effort. ARCO staff reported on the latest information on a possible TLV for MTBE which is being considered by ACGIH. A draft document has been prepared along with a recommended TLV for consideration by the full committee of ACGIH at their next meeting. This TLV is expected to be in the range of 300-500 ppm which is consistent with other ethers and above current workplace exposures.

It was decided that it would not be necessary for the Ad Hoc Committee to meet again since it had completed its mission. The meeting was adjourned at noon.

BKE:mrr

[API/MTBE/MTG]

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